

**UNION GAP CITY COUNCIL  
REGULAR MEETING AGENDA  
MONDAY AUGUST 27, 2018 – 6:00 P.M.  
CITY HALL, 102 W. AHTANUM ROAD, UNION GAP**

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**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 August 13, 2018, as attached to the Agenda and maintained in electronic format

*B. Approve Vouchers:*

Claims Vouchers – EFT's, and Voucher No. 97674 through Voucher No. 97760 for August 27, 2018, in the amount of \$1,476,666.38

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

**IV. GENERAL ITEMS**

**Public Works & Community Development**

Resolution No. - \_\_\_\_\_ - Supplemental Agreement No. 2 – JUB Engineers - Regional Beltway Connector Project

**City Manager**

1. Resolution No. - \_\_\_\_\_ - Public Defender Contract – Valera
2. Resolution No. - \_\_\_\_\_ - Public Defender Contract – Woodard

3. Resolution No. - \_\_\_\_\_ - Prosecutor Contract – Dornay

**Police Department**

Resolution No. - \_\_\_\_\_ - High Intensity Drug Trafficking Areas  
Grant

- V. ITEMS FROM THE AUDIENCE: - Final Opportunity** - The City Council will allow comments under this section on items NOT already on the agenda. Each speaker will have three (3) minutes to address the City Council. Any handouts provided must also be provided to the City Clerk and are considered a matter of public record
- VI. CITY MANAGER REPORT**
- VII. COMMUNICATIONS/QUESTIONS/COMMENTS**
- VIII. DEVELOPMENT OF NEXT AGENDA**
- IX. ADJOURN REGULAR MEETING**



## City Council Communication

**Meeting Date:** August 27, 2018  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Resolution – Supplemental Agreement No. 2 - JUB Engineers - Regional Beltway Connector Project

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**SYNOPSIS:** JUB Engineers, Inc. provides the City with Professional Engineering in reference to the Regional Beltway Connector Project. The City desires to supplement Agreement No. 30-16-057, entered into on August 8, 2016, with JUB Engineers Inc. All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are as follows:

- Consultant will provide environmental permitting and final design per attached Exhibit A of Supplemental Agreement No. 2.
- Increase Total Amount Authorized and Management Reserve by \$963,710 for a new Maximum Amount Payable of \$1,393,710.
- Indirect Cost Rate (ICR) updated to current WSDOT Approved rate.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to sign Supplemental Agreement Number 2 with JUB Engineers, Inc. to provide environmental permitting and final design to the Regional Beltway Connector Project.

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

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. Supplemental Agreement No. 2 - JUB Engineers, Inc.

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

**A RESOLUTION** authorizing the City Manager to sign Supplemental Agreement No. 2 to project J-U-B PRJ No. 30-16-057 with JUB Engineers Inc. for the Regional Beltway Connector Project.

**WHEREAS**, JUB will provide environmental permitting and final design;

**WHEREAS**, there is no change needed to extend the project completion date;

**WHEREAS**, the Council desires to amend Section V: PAYMENT as follows: Increase Total Amount Authorized and Management Reserve by \$963,710 for a new Maximum Amount Payable of \$1,393,710; Indirect Cost Rate (ICR) updated to current WSDOT approved rate;

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

That the City Manager is authorized to sign Supplemental Agreement No. 2 to project J-U-B PRJ No. 30-16-057 with JUB Engineers Inc. for the Regional Beltway Connector Project.

**PASSED** this 27<sup>th</sup> day of August, 2018.

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

ATTEST:

APPROVED AS TO FORM:

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

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



**Washington State  
Department of Transportation**

<b>Supplemental Agreement Number 2</b>		Organization and Address	
Original Agreement Number 30-16-057		J-U-B Engineers, Inc. 2810 W. Clearwater Ave., Ste 201 Kennewick, WA 99336 Phone: (509) 783-2144	
Project Number J-U-B PRJ No. 30-16-057		Execution Date August 9, 2016	Completion Date December 31, 2021
Project Title Regional Beltway Connector Project		New Maximum Amount Payable \$1,393,710.00	
Description of Work This Regional Beltway Connector (RBC) Project will establish an arterial from Main Street near the Interstate 82 and US 97 Interchange to Ahtanum Road. This new arterial will provide a limited access route through mostly undeveloped commercial and industrial property. The City of Union Gap selected J-U-B ENGINEERS, Inc. to provide Preliminary Engineering (PE) as a two-step approach. The initial phase will provide up to 30% design and a starting point for environmental resource agency permitting. The second phase will provide final design and environmental permitting. The City also reserves the right to retain the services for any subsequent phases (R/W, CN) associated with this project.			

The Local Agency of City of Union Gap

desires to supplement the agreement entered in to with J-U-B Engineers, Inc.

and executed on August 8, 2016 and identified as Agreement No. 30-16-057

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

CONSULTANT (J-U-B Engineers, Inc.) will provide environmental and final design per attached Exhibit A.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change

III

Section V, PAYMENT, shall be amended as follows:

Increase Total Amount Authorized and Management Reserve by \$963,710. for a new Maximum Amount Payable of \$1,393,710. Indirect Cost Rate (ICR) updated to current WSDOT Approved rate.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Brian W. Volk, PE, Area Manager

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

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"  
Summary of Payments

8/14/2018

	Basic			
	Agreement	Supplement #1	Supplement #2	Total
Direct Salary Cost	\$95,983.90	\$9,197.26	\$255,076.39	\$360,257.55
Overhead	\$188,508.89	\$17,471.12	\$480,189.79	\$686,169.80
Direct Non-Salary Costs	\$67,028.28	\$109.00	\$51,602.42	\$118,739.70
Fixed Fee	\$33,594.37	\$3,219.04	\$89,276.74	\$126,090.14
<b>Subtotal</b>	<b>\$385,115.44</b>	<b>\$29,996.42</b>	<b>\$876,145.34</b>	<b>\$1,291,257.19</b>
<b>Rounded</b>	<b>\$385,100.00</b>	<b>\$30,000.00</b>	<b>\$876,100.00</b>	<b>\$1,291,200.00</b>
<b>Managerial Reserve</b>	<b>\$14,900.00</b>	<b>\$0.00</b>	<b>\$87,610.00</b>	<b>\$102,510.00</b>
<b>Total Consultant Budget</b>	<b>\$400,000.00</b>	<b>\$30,000.00</b>	<b>\$963,710.00</b>	<b>\$1,393,710.00</b>
<b>AGENCY Prelim ROW</b>				
<b>Activities</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$26,290.00</b>
<b>Total PE Budget</b>	<b>\$400,000.00</b>	<b>\$30,000.00</b>	<b>\$963,710.00</b>	<b>\$1,420,000.00</b>

**Exhibit A**  
**Scope of Work**  
**J-U-B Engineers, Inc.**

**Preliminary Engineering**  
**Regional Beltway Connector Project**

**City of Union Gap**

**PROJECT DESCRIPTION AND BACKGROUND**

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 the existing Union Gap and Yakima County east/west arterial, Ahtanum Road. This new arterial will provide a limited access route through mostly undeveloped commercial and industrial property.

**DUTIES AND RESPONSIBILITIES OF CONSULTANT**

AGENCY (City of Union Gap) selected CONSULTANT (J-U-B ENGINEERS, Inc.) to provide Preliminary Engineering (PE) as a two-step approach. The initial phase provided 30% design and a starting point for environmental resource agency permitting; started BNSF coordination process; provided grant application assistance and cost-certain construction estimate. Deliverables from this step included 30% Plans, surveying, initial geotechnical investigation report, and determination of right of way and environmental needs.

This supplement will provide the second step to complete the final design phase and right of way. The final design will provide the Plans, Specifications, and Estimate (PS&E) that are ready to include in an advertisement for contractor bids. Deliverables from the final design phase would include plans and construction specifications, environmental documentation described herein (see Task 5), BNSF crossing permit application, R/W plan preparation, bridge load rating & bridge inventory documents in accordance with WSDOT standards, National Bridge Inspection Standards (NBIS) and American Association of State Highway and Transportation Officials (AASHTO) Manuals, latest editions. The Right of Way Acquisition Phase must be authorized by WSDOT/FHWA prior to that portion of the scope to proceed.

The AGENCY also reserves the right to supplement this agreement for future Construction Administration phase.

The following is the scope of work for the Final Design PS&E, Environmental Documentation, and Engineering and Right-of-Way acquisition phase.

**TASK 1 PROJECT ADMINISTRATION**

CONSULTANT shall provide the Project Management and Stakeholder Involvement.

**Subtask 1.1 Project Management**

This task includes the preparation of monthly invoices and status reports, overall project coordination, coordination with other consultants, monitoring the project schedule and keeping the project documentation and files up to date. CONSULTANT will develop scope for future phases of work.

**Assumptions:**

- 24 months project administration duration

**Deliverables:**

- Project Schedule and updates
- Monthly invoices and Project Status Reports

**Subtask 1.2 Project Meetings**

This task involves regular team meetings, meetings with other consultants as needed, progress meetings with the AGENCY, and coordination with Washington State Department of Transportation (WSDOT) as required. As requested CONSULTANT will prepare for and attend special meetings such as City Council updates.

**Assumptions:**

- WSDOT/AGENCY Meetings/Conference Calls approximately once per month
- Team Project Coordination Meetings/Conference Calls approximately twice per month

**Deliverables:**

- Meeting Agendas and follow up summaries

**Subtask 1.3 Stakeholder Involvement**

CONSULTANT shall provide ongoing stakeholder involvement in support of continued progress from the preliminary design to final design and environmental documentation. Interviews and contacts may be via telephone or in person depending on the situation. CONSULTANT will summarize key stakeholder interviews and provide recommendations to AGENCY and the project team on actions needed.

**Deliverables**

- Stakeholder contact summaries

**Subtask 1.4 QC, Submittals and Review**

CONSULTANT will perform an internal QA/QC review of the plans, calculations, opinions of probable cost and reports. Submittals will be provided to AGENCY for the opportunity to review and comment. CONSULTANT will document review comments, proposed action and meet with AGENCY as needed for comment resolution.



**Assumptions:**

- Three submittals to BNSF Railway (30%, Final & Construction)
- Design submittals for AGENCY review at 60% and 90%.
- Only minor revisions for 100% Final Documents including stamped documents based on the current standards at the time of submittal. If construction funding requires the project to be shelved, a future supplement would be required to update the PS&E.
- AGENCY will provide a single set of review comments within 3 weeks of submittal.

**Deliverables:**

- 30% BNSF Preliminary Design Submittal
- Final BNSF Final Design Submittal
- City 60% Submittal
- City & WSDOT 90% Submittal
- Final Submittal – Bid Documents

**Subtask 1.5 Funding Assistance**

CONSULTANT will assist AGENCY in preparing grant applications for construction funding. AGENCY will be responsible for submitting applications and obtaining letters of support. CONSULTANT will provide grant research and participate in training for specific grant opportunities such as webinars. CONSULTANT will prepare Benefit Cost Analysis if required and derive information specific to the grant application. CONSULTANT will provide draft application for AGENCY review. CONSULTANT will incorporate comments into the final application material.

**Assumptions:**

- One State grant application such as TIB
- One Federal grant application such as INFRA
- AGENCY will submit applications and pre-register as required
- AGENCY will provide quick reviews

**Deliverables:**

- Draft & Final State Grant Application
- Draft & Final Federal Grant Application

**TASK 2 DATA COLLECTION**

**Subtask 2.1 Update Control Surveying and Research**

CONSULTANT shall research title reports, surveys, plats, and binding site plans and prepare computations and models as needed to support the development of right-of-way plans.

**Assumptions:**

- CONSULTANT will obtain up to six title reports

### **Subtask 2.2 Additional Topographic Surveys**

CONSULTANT shall provide additional topographic surveys to map site ground conditions, features and improvements in support of the final design and to supplement the original surveys.

### **Subtask 2.3 Update Base Map**

CONSULTANT shall update the project base map as needed to include additional survey data in support of the final design. CONSULTANT shall provide field note reductions and incorporate new data into existing base map.

#### **Assumptions:**

- Five days of additional surveying
- No right-of-way establishment surveys are needed

### **Subtask 2.4 Right of Way Plan**

CONSULTANT shall develop project right of way plans in accordance with WSDOT Local Agency Guidelines Manual.

AGENCY'S ROW plan shall be considered approved upon seal and signature of a registered Professional Engineer or Professional Land Surveyor in accordance with RCW 18.43.070 and RCW 58.09. The ROW plan shall contain essential data needed for appraisal, negotiation, and right of way certification activities, and illustrate the following information:

1. Survey line or centerline for the alignment, including sufficient ties to physically locate the alignment.
2. Sufficient information for preparation or verification of legal descriptions of the affected properties and types of property interests to be acquired.
3. Width of the right of way (alignment), grade changes, and other design features/ details of the construction.
4. The property lines in their entirety and owner's names for each affected property, along with all contiguous parcels to the property being acquired and owned by the same owner, the parcel identification number; the calculated area(s) of the existing parcel(s); the areas to be acquired, including any easement areas; and the calculated area(s) of the remainder parcel(s).
5. For affected parcels, improvements within 100' feet of the existing ROW, including those improvements that may be damaged by the project (i.e. residences, commercial structures, signs, septic systems including reserve area, wells, driveways, fencing, irrigation systems).
6. Vicinity Map showing the project limits.

CONSULTANT shall submit a draft of the ROW plan to the Local Agency Coordinator for review and comment prior to its approval by the AGENCY.

CONSULTANT shall revise as needed the ROW plan based on negotiations.

**Assumptions:**

- No right-of-way establishment surveys are needed
- Does not include AGENCY/WSDOT turn-back or Maintenance Operation Agreements

**Deliverables:**

- Draft ROW for Local Agency Coordinator Review
- Final ROW Plan
- One ROW Plan revision to incorporate negotiated terms

**Subtask 2.5 Legal Descriptions**

CONSULTANT shall develop legal descriptions for easements, takes, and/or permits reflected in the ROW plan.

**Assumptions:**

- Estimated 6 legal descriptions
- Does not include AGENCY/WSDOT turn-back or Maintenance Operation Agreements

**Deliverables:**

- Draft Legal Descriptions for Local Agency Coordinator Review
- Final Legal Descriptions
- One Legal Description revision to incorporate negotiated terms

**TASK 3 BNSF RAILWAY COORDINATION**

**Subtask 3.1 Design Submittals**

CONSULTANT shall coordinate with BNSF Railway to determine the submittal review process. Previous design efforts included submittals for Concept Level, It is anticipated that BNSF Railway will require a 30% submittal and 100% submittal for final review and considerable attention will be required to keep the project a priority to BNSF Railway.

This scope assumes no additional surveying or other activities requiring railroad flagging or permitting will be needed.

**Assumptions:**

- No additional surveying or other activities requiring railroad flagging or permits will be needed.

**Deliverables: (See Subtask 1.4)**

### **Subtask 3.2 Maintenance and Operation Agreement Support**

CONSULTANT shall assist AGENCY coordination in obtaining a M&O Agreement with BNSF Railway. CONSULTANT will assist AGENCY by providing design support information.

#### **Assumptions:**

- Legal review and negotiation is the responsibility of AGENCY and BNSF Railway.

### **Subtask 3.3 BNSF Railway Easements**

CONSULTANT shall assist AGENCY in developing the needed easements for the construction and maintenance of the overpass within BNSF right of way.

CONSULTANT will coordinate with BNSF Railway and their right-of-way consultant for the current requirements and submittal process. If associated fees are required, AGENCY will pay those fees directly.

#### **Assumptions:**

- Anticipated easements needed will include an aerial easement for the structure, construction easements for limits including pier foundations, and an easement for periodic inspection and maintenance.
- The right-of-way review is a separate process from design review by BNSF Railway.

#### **Deliverables:**

- Exhibits and legal descriptions for railroad easements

## **TASK 4 GEOTECHNICAL INVESTIGATION (GPI)**

The geotechnical information for this project through 30% design was accomplished by Strata, Inc. and submitted in a report dated May 31, 2017. The majority of the engineering personnel involved in the documents and design to date have formed a separate entity and now operate as GeoProfessional Innovation Corporation (GPI). GPI is familiar with the project, the soil, geology and hydrogeology as well as maintains the pertinent instruments and data associated with the original work. GPI intends to rely on that data for final design as outlined below.

CONSULTANT shall coordinate with subconsultant GeoProfessional Innovation Corporation (GPI) to provide foundation and earthwork design. The majority of the GPI team, formally operating as Strata, Inc., provided Phase 1 of the proposed scope as part of the previous 30% level of design. The following is GPI's subsequent scope that advances geotechnical design through their Phase 2 & Phase 3 evaluation:

### **Phase 2 – Foundation Design Analysis, and Overall Geotechnical Engineering Earthwork Characteristics**

Relying on the existing data from exploration and laboratory testing, GPI will analyze the preliminary foundation and earthwork concepts and provide the project team with soil engineering parameters including: minimum requirements for global stability for Mechanically Stabilized Earth (MSE) or conventional wall systems, subgrade conditions for asphalt pavement, structural fill and grading requirements, stormwater disposal infiltration rates, and preliminary bridge foundation considerations for the selected foundation system and lighting structures.

GPI will work in tangent with J-U-B to evaluate loading, settlement criteria, construction staging, and other implications of the site geology on the planned structures. GPI's work will be iterative with J-U-B's structural and civil design.

At this time, GPI is not aware of significant configuration, loading or design changes that would necessitate further exploration and laboratory testing. If additional geotechnical exploration is required to evaluate final alignments, infiltration facilities, or other unforeseen components of the overall project objectives, GPI will notify J-U-B as soon as GPI becomes aware of these requirements. Presently, GPI has not budgeted contingencies for additional exploration and laboratory testing beyond that outlined herein.

### **Phase 3 - Final Geotechnical Engineering Evaluation Report**

Initial exploration and laboratory testing results by Strata, Inc. in conjunction with GPI's Phase 2 above, will culminate in a final geotechnical engineering evaluation report outlining the anticipated soil and geologic materials, asphalt pavement section design, bridge foundation design, soil engineering characteristics for MSE and conventional retaining wall systems, and earthwork construction recommendations. From the geotechnical exploration and laboratory test results previously accomplished, GPI will provide the design criteria necessary for bridge design in reference to the AASHTO LRFD Bridge Design specifications, and the AASHTO Guide Specifications for LRFD Seismic Bridge Design for seismic profile design parameters.

## **TASK 5 ENVIRONMENTAL**

CONSULTANT shall continue the environmental documentation provided in the previous 30% design level, environmental scan, into the NEPA Categorical Exclusion Documentation Form (CE). CONSULTANT will provide discipline reports, as specified in this scope of work, to support of a Class II Documented Categorical Exclusion determination in accordance with the Local Agency Guidelines.

### **Subtask 5.1 Noise Study**

CONSULTANT will provide traffic noise analysis in accordance with WSDOT's 2011 Noise Policy and Procedures for a Type 1 (new construction) project.

1. Determine Noise Study Area and Receiver Locations:

CONSULTANT shall determine the noise study area to include receptors between the project limits. This may require the analyst to collect model validation measurements and/or model receivers at regular distance increments to validate the FHWA Traffic Noise Model (TNM) and determine the approximate distance that noise impacts will extend out from the road for all modeled scenarios. Modeled receivers shall extend beyond the distance where impacts can be modeled to verify that the full impacted area is captured.

2. Sound Level Measurements:

Field measurements will be conducted along all existing or proposed roadway segments that may be affected by the proposed project with emphasis on areas with frequent outdoor human use.

CONSULTANT shall visit the project area to verify potentially sensitive noise receivers and to take measurements of existing sound levels. CONSULTANT will measure existing noise levels in accordance with WSDOT and FHWA guidelines and will be made with a Type II (or better) microphone and sound level meter on the A-Weighted decibel setting. If the sound level meter has not been calibrated within a year, CONSULTANT shall have the equipment calibrated. During these measurements, sources of existing noise and topographical features will be noted, and traffic speeds and approximate vehicle numbers and mix will be noted.

3. Traffic Noise Impact Evaluation:

The Consultant will evaluate traffic noise impacts using the FHWA Traffic Noise Model (TNM) to estimate future traffic noise levels for the worst-case build alternative. The worst-case scenario will be selected from among the build alternatives, and will be chosen based on expected future traffic volumes and the location of the alignment relative to sensitive receivers. The noise modeling will predict PM peak-hour Leq noise levels from traffic at a maximum of fifteen (15) receptor locations that could be affected by the proposed project and will consider existing conditions and design year conditions. Modeling to calculate noise contour lines is not included.

4. Mitigation Analysis:

The Consultant will identify mitigation measures to reduce noise levels during construction. If predicted long-term traffic noise levels from operation of the project would cause noise impacts, mitigation measures will be developed in cooperation with the lead agency and design engineers. Mitigation analysis, if required, will include evaluation of the effectiveness and general size and location of natural and man-made noise barriers using the TNM model.

**Deliverables**

- Draft Traffic Noise Analysis Report for review by AGENCY & WSDOT.

- Final Traffic Noise Analysis Report incorporating draft revisions.

#### **Subtask 5.2 Environmental Justice**

It is anticipated that an Environmental Justice Report will be required. CONSULTANT will provide an environmental justice (EJ) analysis includes the following main components:

1. Collecting demographic data for the project area using local data sources and the US Census Data.
2. Identifying any environmental justice populations in the area (minority or low-income populations).
3. Review public outreach activities to ensure potential EJ populations are offered an opportunity to participate in project planning and decision-making.
4. Identifying any potential disproportionate effects to EJ populations from project activities and identifying how impacts could not be avoided or minimized and what mitigation measures could be implemented.

#### **Deliverables**

- Draft and Final EJ documentation will be provided incorporating WSDOT/FHWA comments if required.

#### **Subtask 5.3 Hazardous Materials**

It is anticipated that a Hazardous Materials Memo will be required. CONSULTANT shall coordinate with subconsultant GeoProfessional Innovation Corporation (GPI) to provide an assessment report to identify and describe known or possible hazardous materials contamination that may affect the project area, and summarize the findings in a discipline report. The purpose of the discipline report is to document previous hazardous materials studies and serve as input to the NEPA process. The discipline report shall contain an appropriate level of documentation and analysis necessary to allow transportation staff to make informed decisions regarding the selection of alternatives, mitigation measures and/or the necessity of initiating early coordination with relevant regulatory agencies. The discipline report must identify sites that may 1) affect the environment, 2) create significant construction impacts, and 3) incur cleanup liability to the City. The report will also provide information to evaluate whether additional hazardous material investigations are necessary, to support future estimates of site cleanup and construction costs and to assess liability associated with the project.

Sites that require a degree of consideration during project development include:

Location within the proposed ROW where contaminants in soil or groundwater could affect design or the cost of construction, including adjacent or hydraulically upgradient properties with a potential to affect construction activity; and

Properties currently considered for acquisition.

The Consultant shall refer to the WSDOT Environmental Procedures Manual Chapter, Section 447.05 and shall prepare the report in accordance to the WSDOT Guidance and Standard Methodology for WSDOT Hazardous Materials Discipline Reports

The CONSULTANT shall conduct the tasks below.

### **TASK 1. SITE SCREENING REVIEW AND RISK ANALYSIS**

GPI shall complete the following items as part of the site screening and risk analysis of sites.

#### Geologic and Groundwater Conditions

The Consultant shall review readily available information regarding geologic and groundwater conditions within the project corridor to assess potential migration of known or suspected contaminants that may affect the project corridor. Existing groundwater information can be obtained from Ecology File Review research (conducted during Screening and Validation as noted below), Geologic and groundwater reports for the area or the AGENCY's Project's Water Quality, Groundwater, Shoreline and/or Floodplain Discipline Reports.

#### Regulatory Database Records

The Consultant shall compile listings of regulatory database records of potential contaminant sources in the vicinity of the project area. The standard regulatory records and required search radius must be in accordance to ASTM E1527 Standards. The Consultant shall coordinate with AGENCY to obtain a regulatory database search in an efficient and cost effective manner. The regulatory database report results will be saved to a CD, and attached to the draft and final report.

#### Historical Review

The Consultant shall assess historical and current land uses of the project area and adjacent properties. Historical record sources shall be reviewed for indications of past occupants or businesses in the project area that may have had the potential to affect the soil or groundwater within the project corridor. The Consultant shall review Aerial Photographs, Fire Insurance Maps and historical USGS Topographic Maps and Online County Assessor records, historical information obtained from the WSDOT Project's Historic, Cultural, and Archaeological Resources Discipline Report as available.

#### Windshield Survey

The Consultant shall conduct a windshield survey within and immediately adjacent to the project corridor. The windshield survey shall be limited to features readily observed from public access corridors and shall not include entering or viewing conditions within buildings. The windshield survey will field verify the location of properties identified from the regulatory database and historical records review. The windshield survey also includes a visual survey to identify and record land uses likely to generate hazardous materials and the presence of environmental conditions, which have the obvious potential to affect the project area.

#### Screening, Validation, Agency File Review and Risk Analysis

The Consultant shall evaluate the compiled information and describe and utilize a logical screening methodology to eliminate sites that pose little to no risk and do not warrant further investigation. After screening out sites, the Consultant shall create a table of validated sites that may affect the environment during construction, create significant construction impacts, and incur cleanup liability to the department. For the subset of sites identified as posing a potential impact, the Consultant shall perform an agency website and file review to obtain site-specific information for regulatory listed sites that



may pose a significant impact. The Consultant shall evaluate compiled information and assign a risk level as described in the WSDOT Guidance and Standard Methodology for WSDOT Hazardous Materials Discipline Reports, June 2009. The results of the screening process will be summarized as described in the WSDOT Guidance and Standard Methodology for WSDOT Hazardous Materials Discipline Reports.

#### **TASK 2. EVALUATION OF IMPACTS TO THE PROJECT**

The sites of concern identified during the site screening process will be evaluated for the type of impact (standard or project-specific) to the environment, construction or AGENCY's liability. The CONSULTANT shall meet with the project office or WSDOT Hazardous Materials Program to discuss the results of the evaluation. If only standard impacts are present, the CONSULTANT shall continue to TASK 3. If project-specific impacts are present, the CONSULTANT shall continue to TASK 4.

#### **TASK 3. DRAFT AND FINAL REPORT WITH STANDARD IMPACTS AND MITIGATION MEASURES**

The Consultant shall prepare a report to document the findings and conclusions and, if warranted, to provide recommendations and estimated costs for additional assessment for specific properties that may affect AGENCY in either construction or acquisition. Any additions, deviations from the requirements and significant data gaps should be explained in the report. The report format shall be a standard technical style consistent with the WSDOT Hazardous Materials Discipline Report.

The CONSULTANT shall respond to WSDOT staff comments and incorporate the comments into the final report.

#### **TASK 4. EVALUATION OF PROJECT-SPECIFIC IMPACTS AND MITIGATION MEASURES WITH DRAFT AND FINAL REPORT**

The CONSULTANT shall conduct a detailed evaluation of each site with project-specific impacts and mitigation measures. The CONSULTANT should provide an assessment that goes beyond mere repetition of the obvious and provide potential mitigation options to avoid and/or minimize each identified impact.

The Consultant shall prepare a report to document the findings and conclusions and, if warranted, to provide recommendations and estimated costs for additional assessment for specific properties that may affect AGENCY in either construction or acquisition. The CONSULTANT shall also provide an evaluation of cost estimates to implement the recommended project-specific mitigation measures. Any additions, deviations from the requirements and significant data gaps should be explained in the report. The report format shall be a standard technical style consistent with the WSDOT Hazardous Materials Discipline Report Template (available at link above).

The CONSULTANT shall respond to WSDOT staff comments and incorporate the comments into a final report.

#### **Assumptions**

- The Consultant shall obtain a regulatory database search report.

#### **Deliverables:**

- Draft Hazmat Memo

- Final Hazardous Materials Discipline Report

#### **Subtask 5.4 Land Use Analysis**

The CONSULTANT will develop a Land Use Analysis technical memorandum intended to discuss possible conflicts between the proposed action and the federal, tribal, regional, state, and local land use plans objectives, policies, controls and regulations. The goal of the analysis is to help decision makers understand the effect the transportation project has on land use and development patterns.

This analysis will include:

- A description of any direct project impacts resulting from the conversion of land to transportation uses. The analysis will include a discussion of the temporary (construction) impacts and long term (operational) impacts. The memo will include an exhibit illustrating the existing and proposed right of way (R-O-W) lines (i.e. based on the 30% R-O-W plans), existing land use (as described in the adopted comprehensive plan) and acreage to be converted to transportation uses in support of the analysis.
- Determine if the project is consistent with the City of Union Gap's adopted Comprehensive Plan and development goals, objectives and policies.
- Describe potential development trends in the study area and any indirect project impacts caused by development occurring in response to the project. Indirect land use effects involve potential development, or redevelopment of buildable lands within the influence area of the transportation project. Potential or recommended mitigation measures for indirect impacts will be described.

#### **Deliverables**

- Draft and Final Land Use Analysis Memorandums will be provided incorporating WSDOT/FHWA comments if required.

#### **Subtask 5.5 Floodplain Discipline Report**

The CONSULTANT will develop a Floodplain Discipline Report. This report will describe how the proposed project intersects with, or is located in, a jurisdictional floodplain. Specific mention will be made for water conveyance structures (e.g. bridges or culverts) and any anticipated modifications to these structures that will be a result of the proposed project.

This report will make reference to:

1. A map illustrating the extents of the floodplain. The topographic content of this map will be derived from 2017 survey efforts conducted by the CONSULTANT. Additional surveying efforts are not included in this subtask.
2. Previously completed studies detailing the flood history.
3. The identification of any required floodplain permits.

### **Deliverables**

- Draft and Final Floodplain Discipline Reports will be provided incorporating WSDOT/FHWA comments if required.

### **Subtask 5.6 Individual Section 4(f) Compliance Report**

The CONSULTANT will develop an Individual Section 4(f) Compliance Report. This report will be focused on the proposed project impacts linked to Fulbright Park. This report will be developed in accordance with the requirements outlined in the WSDOT Environmental Manual (i.e. M 31-11.17; dated June 2017). A Section 6(f) analysis will be an integral part of the Section 4(f) evaluation.

This report will make reference to:

1. A map illustrating the extents of the anticipated Fulbright Park impacts.
2. Previous correspondence and decisions made by the Parks Commission and City Council.

### **Deliverables**

- Draft and Final Section 4(f) Compliance Reports will be provided incorporating WSDOT/FHWA comments if required.

### **Subtask 5.7 NEPA Categorical Exclusion (CE) Documentation Form**

Services will be provided to prepare a NEPA Categorical Exclusion Documentation Form (CE) with supporting documentation as required by WSDOT for projects that receive federal funding through WSDOT (Environmental Procedures Manual, Section 300.04). The CE will include the recommended NEPA determination (assumed to be a Class II, Documented Categorical Exclusion). CONSULTANT will document this assumption following the WSDOT Local Agency Guidance (LAG) manual.

CONSULTANT will update the draft preliminary NEPA Categorical Exclusion Documentation Form to include potential permits identified in the Environmental Screening Memo by CONSULTANT and incorporate discipline reports.

The following are elements or components anticipated to be address as part of this documentation:

- USACOE Permit
- Critical Areas Ordinance (CAO)
- Hydraulic Project Approval (HPA)
- Local Permits
- NPDES or Construction Stormwater General Permit (CSWGP)
- Shoreline Permit
- Temporary Erosion & Sediment Control (TESC)

- Section 401 – Water Quality
- Right-of-Way impacts
- Air Quality
- Land Use (Discipline Report see subtask)
- Critical and Sensitive Areas including Wetlands
- Cultural Resources (Complete see Reiss-Landreau Memo dated January 16, 2017)
- Floodplains (Discipline Report see subtask)
- Hazardous and Problem Waste (Discipline Report see subtask 5.5)
- Noise (Discipline Report see subtask)
- 4(f)/6(f) – Fulbright Park (Discipline Report see subtask 5.6)
- Agricultural Lands
- Rivers, Streams etc.. (Wide Hollow Cr., Ahtanum Cr.)
- Water Quality/Stormwater
- Environmental Justice (Discipline Report see subtask 5.2)
- Biological Assessment

**Assumptions:**

- No additional Section 106 Cultural Resources work is needed. See June 14, 2017 DAHP No Adverse Effect concurrence letter.
- The project will be determined to be a Class II Documented Categorical Conclusion and neither a NEPA Environmental Impact Statement nor an Environmental Assessment will be required.
- No impacts to tribal lands.

**Deliverables**

- Draft NEPA CE Documentation Form
- Final NEPA CE Documentation Form

**Subtask 5.8 SEPA Checklist**

CONSULTANT shall complete appropriate SEPA documentation in accordance with State Environmental Policy Act (RCW 43.21C) and SEPA Rules (WAC 197-11). The Consultant will coordinate with the City of Union Gap to address comments on the SEPA Checklist and provide support for the SEPA process.

**Assumptions:**

- City of Union Gap will process SEPA and advertise.

**Deliverable**

- SEPA Checklist

**TASK 6 ROADWAY FINAL DESIGN**

Continuing from the 30% Design, CONSULTANT will further refine the horizontal alignments, vertical profiles, roadway sections, and BNSF overpass structure. Retaining

wall types, sizes, and locations will be designed. Intersection roundabout plans, and channelization, will be finalized. Roadway safety elements such as guardrail and pedestrian railing will be designed. Storm drainage solutions based on initial 30% layout will be designed including treatment. Quantities and Opinion of Probable Costs will be updated and refined along with the submittals.

#### **Subtask 6.1 Basis of Design Update & Deviations**

Basis of Design will establish design criteria with the concurrence of the AGENCY and WSDOT. In the initial 30% Design, CONSULTANT developed a draft Basis of Design Memo documenting the design criteria in accordance with the WSDOT Local Agency Guidelines (LAG) Manual and WSDOT/AASHTO guidelines as applicable. During the Final design phase, CONSULTANT will coordinate with WSDOT and the City of Union Gap to update the Basis of Design to current standards, incorporate City standards, and resolve conflicting WSDOT/AASHTO guidelines. Deviations will be prepared and recommendations provided for compliance review by WSDOT.

##### **Assumptions:**

- Current *WSDOT Basis of Design (BOD) for Development Services and Local Programs* form available through SCR.

##### **Deliverables:**

- Basis of Design and supporting documentation
- Design Deviations & Variance documentation

#### **Subtask 6.2 Alignment & Profile**

Based on the 30% design, CONSULTANT will update the alignments and profiles of the Regional Beltway Connector and connecting intersections as final design progresses. The alignment and profile will be designed to criteria established in the Basis for Design. The profile grade will consider the clearance required for the BNSF Railway overpass and the final design structure depth. Connecting intersections with existing roadways will be designed for transitions to match existing alignments and grades.

##### **Assumptions:**

- For scoping and budget purposes, it is assumed that the submitted Concept structure alignment, profile, spans and pier locations are acceptable to BNSF Railway.

#### **Subtask 6.3 Intersection Design**

CONSULTANT shall design the following intersections as roundabouts:

- Main Street / RBC/ US 97 connection roundabout
- Two future street intersections as roundabouts

Pedestrian and bicycle access will be provided. Detailed American with Disability Act (ADA) design details will be included in the final design. If ADA guidelines require

deviation, CONSULTANT will document maximum extent feasible and coordinate with WSDOT for concurrence.

It is anticipated that the Main Street/RBC intersection will require the development of an Intersection Plan for Approval by WSDOT. CONSULTANT will develop a plan based on the preferred Roundabout Alternative 4 of the CONSULTANT January 18, 2017 Technical Memorandum previously presented to WSDOT.

**Assumptions:**

- Two submittals including a draft and final Intersection Plan for Approval will be required. Prior to submittal of draft WSDOT will provide the checklist including elements required for SCR. No WSDOT HQ review is anticipated.
- No additional traffic modeling is included.

**Deliverables:**

- Main Street Intersection Plan for Approval Draft & Final versions.
- Roundabout plans and details incorporated into PS&E submittals.
- ADA design details incorporated into PS&E submittals.
- ADA Maximum Extent Feasible documentation if required.

**Subtask 6.4 Storm Drainage Design**

CONSULTANT will update the storm drainage design calculations as final design progresses. CONSULTANT will summarize storm drainage design assumptions into a design memorandum. This memo is not intended to be the level of detail required for WSDOT Hydraulic Report. CONSULTANT will update or prepare new calculations to reflect the design changes.

**Assumptions:**

- WSDOT Hydraulic Report not included

**Deliverables:**

- Drainage Design Memorandum

**Subtask 6.5 Right of Way Assessment and Feasibility Support**

CONSULTANT shall coordinate with Yakima County, for the Right of Way Assessment during the development of the Right of Way Plans prior to right of way acquisition. This work is considered part of the Preliminary Engineering Phase.

It is assumed this project will be federally funded and it is assumed federal funds will be allocated to the Right of Way Phase. Therefore all right of way support services will be completed in accordance with the AGENCY's Right of Way Acquisition Procedures, including WSDOT's LAG Manual, Section 25 – Right of Way Procedures, and the Federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act.

Assessment and Feasibility Support work will include: participate in project design team meetings; identify and research ownership information; meet onsite with property owners

as part of the design process; develop preliminary acquisition and relocation assistance; cost estimates; prepare preliminary acquisition and relocation assistance schedules; provide ROW support to the design team as needed.

**Yakima County** will coordinate early on with the project design team to help identify real property rights (permanent and temporary) that may be required and evaluate the potential acquisition impacts as they relate to right of way acquisition costs and schedule. For this scope of work and as directed, six (6) tax parcels as shown in Table A below, lying within the project limits that will require appraisals and property acquisition assistance. At this time, it is assumed that one (1) business and three (3) residential owner/occupants displaced by the project will require relocation services/assistance. All three owner/occupants are family members associated with the business relocation.

The BNSF Railway property that is under a long term lease with Virginia Bradley may require appraisal services and acquisition support from **Yakima County**. The City and CONSULTANT will coordinate with the National Parks Service on the replacement of public park land (City of Union Gap parcels noted in Table A), but may require appraisal services from **Yakima County** to establish in-kind replacement values for the park land impacted by the project. **Yakima County** plans to conduct these three property appraisals.

Development of a Right of Way Cost Estimate will be similar to a True Cost Estimate as summarized in WSDOT's Local Agency Guidelines – Section 25 (Right of Way Procedures). Individual parcel worksheets will be prepared for each tax parcel to estimate the amount of just compensation utilizing Yakima County's adjusted assessed land values and acquisition exhibits provided by the CONSULTANT. Comparable sales data in lieu of assessor's values will be used subject to availability. Estimated amounts of just compensation determined in each parcel worksheet will be entered into an estimate summary worksheet to include other estimated items of right of way related costs such as consulting fees for Appraisal; Appraisal Review; Negotiation; Relocation Assistance; Relocation Payments; Title & Escrow costs; and Incidentals, etc. It is not intended to utilize estimated consulting fees provided under this scope of work for future contracting purposes.

TABLE A				
No.	Tax Parcel	Owner	Acquisition	Relocation
1	19120823469	Bradley, Virginia Lee	X	Business/Residential
2	19120823470	Bradley, Virginia Lee	X	Residential
3	19120823902	BNSF Railway (Lease 524268)	X	
4	19120823014	City of Union Gap	X	
5	19120741003	City of Union Gap	X	
6	19120823011	Burmester, Carl A & Nadine J	X	

**Deliverables:**

The following are deliverables for **Yakima County**:

- Participate in three (3) team meetings – (One in Person-City Office / Two Conference Calls).
- Research ownership information for up to six (6) separate tax parcels.

- Meet onsite with owners or their representatives for up to four (4) separate tax parcels. (One of the six tax parcels appear to be subject to a BNSF Railway lease agreement that is being used for a trucking business.)
- Prepare One (1) Preliminary ROW Acquisition / Relocation Assistance cost estimate to include acquisitions from three (3) tax parcels, relocation assistance services for three (3) residences and one (1) business owner occupant, and appraisal services for up to six (6) tax parcels.
- Develop one (1) Preliminary ROW Acquisition / Relocation Assistance schedule.
- Provide ROW project team support through the Preliminary Engineering Phase.

#### **Subtask 6.6 Roadway Section**

CONSULTANT will provide final design of roadway sections and details. CONSULTANT shall coordinate with Geotechnical Engineer for pavement, surfacing, subgrade and slope material specifications. CONSULTANT shall produce cross sections for earthwork and bidding reference depicting the typical roadway sections and channelization. Exceptions to roadway sections will be roundabout areas where 3d modeling may be appropriate to accurately depict complex geometry.

#### **Deliverables:**

- Roadway design incorporated into PS&E.

#### **Subtask 6.7 Develop Opinion of Probable Costs**

CONSULTANT will update design quantities from the 30% level and develop Quantity Tabulation and Structure Notes Sheets to reflect final design. Estimates will be compared to historic bid records of local agency projects and WSDOT projects in the region.

#### **Assumptions:**

- WSDOT/APWA standard bid items will be used.
- Due to funding, significant time lapses between final submittal and construction could require a supplement to update cost assumptions and standard items revisions.

#### **Deliverables:**

- 60% Opinion of Probable Costs Preliminary Design Submittal
- 90% Opinion of Probable Costs Final Design Submittal
- Final Opinion of Probable Costs

#### **Subtask 6.8 Design Documentation**

CONSULTANT will compile and maintain files that document the decisions made during the design process. Documentation will include explanation of decisions, design criteria and process followed. The Basis of Design Parameters, alternatives considered, design analysis and design exceptions will be documented. CONSULTANT will follow and document the Design Matrices Checklist which will serve as the official design documentation per LAG 42.1.

#### **Assumptions:**

- Design Deviations will be submitted to WSDOT for approval per LAG 41.4



- LAG Local Agency Design Matrices Checklist is the design documentation required. Design Documentation Package (DDP) is not required.
- VE Study is not required

**Deliverables:**

- Design Matrices Checklist and supporting documentation as required.

**Subtask 6.9 Utility Coordination**

CONSULTANT will contact utilities and request their verification of locations shown in the 30% plans. CONSULTANT will update utility information based on survey locates and information provided by each utility. CONSULTANT will document contact and project information and decisions.

**Assumptions:**

- Utilities will cooperate and provide review comments, as-built information, and design locates.

**Deliverables:**

- Utility Coordination Log

**Subtask 6.10 Specifications**

CONSULTANT will develop project specifications to reflect the final design in accordance with WSDOT/APWA Standard Specifications, General Special Provisions (GSP), Special Provisions, Amendments and Federal Aid Provisions. CONSULTANT shall incorporate AGENCY'S standard contract documents and compile an ad ready contract document.

**Assumptions:**

- AGENCY will provide the City standard front-end contract documents for Federal Aid projects.
- BNSF Railway/AGENCY final agreement will be issued

**Deliverables:**

- 60% outline of Special Provisions
- 90% Specifications
- Final ad ready documents

**Subtask 6.11 Bid Assistance**

CONSULTANT staff will be available to assist in responding to contractor questions during the bidding process.

**Assumptions:**

- Construction administration assistance and construction observation would be a supplement to this scope of work.

## **TASK 7 STRUCTURE DESIGN**

CONSULTANT will provide the structural design including the overpass bridge superstructure, substructure, piers and foundations, and structural walls. The BNSF Railway overpass structure will be designed in accordance with AASHTO LRFD and the WSDOT Bridge Design Manual.

### **Subtask 7.1 Superstructure Design**

CONSULTANT shall develop Superstructure plans and prepare calculations for the superstructure. An independent QC review by CONSULTANT of the superstructure plans and calculations will be completed, and changes made as necessary.

#### **Assumptions:**

- S&L is approved by BNSF Railway prior to this task.
- The bridge structure does not meet the "Major Bridge" definition LAG 43.3 and will not require WSDOT design review or concurrence.

#### **Deliverables:**

- 60% Superstructure
- 90% Superstructure
- Final Design Submittal
- Ad Ready PS&E

### **Subtask 7.2 Design & Prepare Substructure Plans**

CONSULTANT shall develop substructure plans and prepare calculations for the substructure. An independent QC review of the substructure plans and calculations will be completed, and changes made as necessary.

#### **Assumptions:**

- S&L are approved by BNSF Railway prior to this task.
- The bridge structure does not meet the "Major Bridge" definition LAG 43.3 and will not require WSDOT design review or concurrence.

#### **Deliverables:**

- 60% Substructure
- 90% Substructure
- Final substructure design
- Ad Ready PS&E

### **Subtask 7.3 Prepare Bridge Summary Sheets**

CONSULTANT shall determine bridge unit items and quantities and bridge summary sheets will be produced for this structure.

An independent QC review of bridge items and quantities will be performed. Adjustments from the QC review will be made.

**Assumptions:**

- Plans will be developed as a part of the overall bid package.
- Quantity calculations will be provided in final design package.

**Deliverables:**

- Bridge Summary Sheets

## **TASK 8 - RIGHT OF WAY SERVICES**

**Background – Yakima County**, through a Local Agency Agreement with the City of Union Gap will provide Right of Way Services and coordinate with J-U-B Engineers (CONSULTANT) to provide Right of Way (ROW) Feasibility and Assessment Support (Subtask 8.1) during the Preliminary Engineering Phase to assist with assessment of the real property rights to acquire from nine (9) tax parcels and the BNSF railway corridor as shown in Table A below. Once the final alignment has been selected and upon the CITY's authorization to commence the Right of Way Acquisition Phase (Subtasks 8.2 thru Subtasks 8.12), **Yakima County** will provide the required True Cost Estimate; Appraisals; Appraisal Reviews; Acquisition Negotiations and Relocation Assistance services for the project.

It is assumed this project is or will be federally funded and that federal funds will be allocated to the Right of Way Phase. Therefore, all right of way services will be completed in accordance with the CITY's Right of Way Acquisition Procedures, including WSDOT's LAG Manual, Section 25 – Right of Way Procedures, and the Federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act.

The scope of work for this task is currently based on and limited to 30% Design Submittal Plans and assumptions stated herein. A Right of Way Plan; Acquisition Exhibits; Title Reports; Field Reviews by **Yakima County**, etc., have not been conducted or provided to **Yakima County**. It is assumed this task scope of work and related fee estimate will require an amendment.

**Parcels Impacted Overview and Assumptions:**

- a) There are two (2) parcels commonly owned by Virginia Lee Bradley to be acquired in their entirety. The project will displace one (1) business known as Bradley Trucking and one (1) residential owner / occupant on one parcel and two (2) residential owner / occupants on the second parcel.
- b) For the purposes of this scope of work, it is assumed the three residential displacees are owner occupants and could be family members associated with the Bradley Trucking business. In the event the occupants are later determined to be residential tenants, then this scope of work and related fee estimate will require an amendment to include displaced landlords.

- c) One (1) parcel is owned by BNSF as lessor of railway property under a long term lease with Virginia Lee Bradley as lessee. Yakima County will provide Appraisal services to determine leasehold interests, if any. CONSULTANT and CITY will lead negotiations with BNSF with assistance and oversight by Yakima County.
- d) As part of the BNSF railway corridor crossing, BNSF may require a Crossing and Maintenance Agreement (CMA) or Crossing and Operating Agreement (COA). In coordination with the CONSULTANT, Yakima County will provide the conveyance documents which typically become exhibits to said agreement(s). Yakima County is excluded from negotiating terms of said CMA or COA.
- e) Two (2) privately owned parcels are owned by UCIP, LLC. The LLC is assumed to be a family operated Limited Liability Company who are developers and proponents of the Regional Beltway Connector project.
- f) The CITY owns three (3) parcels currently used as a public park known as Fullbright Park. It is assumed the park property is 4f/6f and may be subject to Recreation Conservation Office (RCO) acquisition requirements. The CITY and CONSULTANT will lead negotiations with the National Parks Service and RCO on the replacement of public park land. Appraisal services may be required to establish in-kind replacement values for the park land impacted by the project. Yakima County will provide Appraisal services for the two City owned properties. CONSULTANT and CITY will lead negotiations with the National Parks Service / RCO with assistance and oversight by Yakima County. Mitigated replacement sites to replace lost park land may need to be shown on the Right of Way Plan prior to ROW Certification through WSDOT.
- g) The Burmaster parcel is narrow strip of land commonly known as the "Marker Mill Race Ditch". The proposed roadway will bisect this parcel however the limits of bisect are unknown at this time since design is not complete at this time and Right of Way Plans are not available.

TABLE A							
Parcel Data			Property Rights to Acquire				Relocation (See Note 1)
No.	Tax Parcel	Owner	Partial Fee Simple	Total Fee Simple	Public Utility Esmt.	Road / Utility Lease or Esmt.	
1	19120823469	Bradley, Virginia Lee		X			Bus / Res
2	19120823470	Bradley, Virginia Lee		X			Res (2)
3	19120823902	BNSF Railway (Lease 524268)				X	
4	Unassigned	BNSF Corridor				X	
5	19120823001	UCIP, LLC	X		X		
6	19120831001	UCIP, LLC	X		X		
7	19120832007	City of Union Gap (Park)	X		X		
8	19120823014	City of Union Gap (Park)	X		X		
9	19120741003	City of Union Gap (Park)	X		X		
10	19120823011	Burmaster, Carl & Nadine	X		X		

Note: 1) Bus – Business Relocation; Res – Residential Relocation

**Subtask 8.1 Right of Way Assessment and Feasibility Support – Yakima County** shall coordinate with CONSULTANT during the Right of Way Assessment and Feasibility Support process described below for the preparation and development of the Right of Way Plan which are considered part of the Preliminary Engineering Phase.

Assessment and Feasibility Support work will include: assist in identifying the real property rights (permanent and temporary) that may be required; evaluate the potential acquisition impacts as they relate to right of way acquisition costs and schedule; participate in project design team meetings; conduct preliminary ownership research; develop preliminary acquisition and relocation assistance cost estimates; prepare preliminary acquisition and relocation assistance schedules; provide as needed ROW support to the CONSULTANT.

Development of a Preliminary Right of Way Cost Estimate will be similar to a True Cost Estimate (TCE) as summarized in WSDOT's Local Agency Guidelines – Section 25 (Right of Way Procedures). Individual parcel worksheets will be prepared for each tax parcel shown in Table A to estimate the amount of just compensation utilizing Yakima County's adjusted assessed land values and acquisition exhibits provided by the CONSULTANT. Comparable sales data in lieu of assessor's values will be used subject to availability. Estimated amounts of just compensation will be entered into an preliminary estimate summary worksheet to include other estimated items of right of way related costs such as consulting fees for Appraisal; Appraisal Review; Negotiation; Relocation Assistance; Relocation Payments; Title & Escrow costs, etc.

**Deliverables:**

- Participate in three (3) team meetings – (One in Person-City Office / Two Conference Calls).
- Research ownership information for up to nine (9) separate tax parcels.
- Prepare One (1) Preliminary ROW Acquisition cost estimate to include acquisitions from nine (9) tax parcels and the BNSF corridor crossing.
- Prepare One (1) Preliminary ROW Relocation Assistance cost estimate to include relocation assistance services for one (1) business and three (3) residential owner occupants.
- Develop one (1) Preliminary ROW Acquisition / Relocation Assistance schedule.
- Provide ROW project team support during the Preliminary Engineering Phase.

Once the selected design and alignment has been selected and upon the CITY's authorization to commence the Right of Way Acquisition Phase, **Yakima County** will provide Subtasks 8.2 thru 8.12 below.

**Subtask 8.2 Preparation and Administration** – Discuss, strategize and plan overall process with project team via conference call. Attend a kick off meeting (City Office) and participate in twelve (12) progress meetings to be facilitated by conference calling. Provide up to twelve (12) monthly progress reports indicating the work completed for the invoiced month, anticipated work for the following month, and identify issues requiring the CONSULTANT's input or assistance. **Yakima County** will provide sample acquisition documents for the CITY's review and approval for use. The CITY's pre-approved forms will be used when provided. Prepare parcel files to include: fair offer letters; recording and ancillary documents; a standard diary form indicating all contacts with owner(s); and other items necessary for negotiations. **Yakima County** will provide parcel acquisition files to

CITY for WDOT review, subject to the CITY'S approved Right of Way Policies and Procedures.

Deliverables:

- Attend kick-off meeting
- Attend twelve (12) Progress Meetings (Conference Calls)
- Provide twelve (12) Monthly Progress Reports
- Coordinate approval of Acquisition and Relocation forms with the CITY for project use
- Prepare parcel acquisition files for negotiations
- Submit parcel files to CITY for WSDOT review

**Subtask 8.3 Title/Ownership Review** – Obtain title reports for each tax parcel shown in Table A and perform reviews of each report outlining ownership interests and special exceptions to determine the CITY's acceptance of title at closing. Provide the CITY with up to nine (9) Parcel Title Review Summary Memos listing ownership, title exceptions, etc.

Deliverable:

- Nine (9) Parcel Title Review Summary Memos.

**Subtask 8.4 Public Outreach** – Assist the CITY with preparation of an "Introduction Informational Letter" for delivery to all impacted property owners. The letter will describe the purpose of the project, the project schedule; identify the CITY's consultants (Engineering, Land Survey, Right of Way Acquisition / Appraisal) and the purpose of each. CITY to deliver the letter on CITY letterhead.

Deliverable:

- Sample Introduction / Informational letter template

**Subtask 8.5 Relocation Plan** - It is assumed one (1) business and three (3) owner-occupied residents will be displaced by the project - see Table A above. In the event the occupants are later determined to be residential tenants, then this scope of work and related fee estimate will require an amendment to include displaced landlords. The relocation plan will be developed based on WSDOT's LAG Manual Section 25. **Yakima County** will develop a relocation plan resulting from personal assessment interviews with owners, tenants or their representatives to determine their needs for replacement sites; research potential replacement sites through discussions with local real estate brokers; search the multiple listing service; local newspapers; internet sites and publications; prepare initial pre-move inventories and estimates for moving costs and relocation entitlements. Upon completion of the Relocation plan, **Yakima County** will coordinate with the CITY and submit to WSDOT for review and approval. If additional displacements are subsequently discovered, the Relocation Plan will be revised and resubmitted to WSDOT for review and approval. Relocation plan revisions will require an amendment to this scope of work and related fee estimate.

Deliverable:

- Relocation Plan to include: one (1) business and three (3) Single Family Residential Owner / Occupants.

**Subtask 8.6 True Cost Estimate** - A True Cost Estimate (TCE) will be completed because it is assumed the estimated amount of just compensation to each property owner will exceed the CITY's WSDOT approved Appraisal Waiver limit of \$25,000 or the

acquisitions will be deemed complicated. We anticipate there is no benefit to completing a Project Funding Estimate (PFE) unless real property rights are required from additional parcels with estimates of just compensation under the Appraisal Waiver Limit. It is assumed Appraisal and Appraisal Review reports will be completed for each of the nine (9) tax parcels and the BNSF corridor crossing shown in Table A above. Generally, the TCE is a tool to be used for confirming estimated Right of Way costs with the understanding all properties impacted will be appraised.

The TCE will be prepared in accordance with the CITY's WSDOT approved Right of Way Acquisition procedures, and WSDOT's Local Agency Guidelines – Section 25 (Right of Way Procedures). Individual parcel worksheets will be prepared to estimate the amount of just compensation using Yakima County's adjusted assessed values and information obtained from the project Right of Way plans. Comparable market sales data will be used if readily available. Estimated amounts of just compensation from each parcel worksheet will be entered into a TCE summary worksheet to include other items of right of way related costs for review and use by the CITY. Upon completion of the TCE, **Yakima County** will coordinate with the CITY and submit to WSDOT for review.

Deliverable:

- True Cost Estimate (TCE) to include nine (9) separate tax parcels and the BNSF corridor crossing.

**Subtask 8.7 FHWA Funds Authorization for ROW** - Shortly after the Right of Way Plans, True Cost Estimate and Relocation Plan have been submitted to WSDOT and assuming NEPA clearance has been obtained, the CITY would typically receive a letter from FHWA through WSDOT Local Programs authorizing the use of federal funds to acquire Right of Way. This letter of authorization is required for the CITY to receive federal funding participation and reimbursement for costs incurred with Appraisal, Appraisal Review, Acquisition Negotiations, and Relocation Assistance services.

Deliverable: N/A - For informational purposes only (federal funds ROW Phase)

**Subtask 8.8 Right of Way Appraisal and Appraisal Review** - Upon the CITY's receipt of authorization from FHWA to use federal funds to acquire Right of Way, **Yakima County** will subcontract and manage the Appraisal and Appraisal Review process with appraisal firms previously qualified by WSDOT and certified by the State of Washington. The Appraisal reports will be prepared in accordance with the Uniform Standards of Professional Appraisal Practices, Washington State Department of Transportation (WSDOT) Local Agency Guidelines, current WSDOT Right of Way Manual (in particular, Chapters 4 and 5), and the URA. Appraisal content and related expenses for specialty studies of hazardous materials (ESA Phase 1, 2, or 3), etc. are excluded. It is assumed properties to be appraised are clean of hazardous materials. Estimates for cost to cure damages such as parking layouts, business sign replacements, drainage issues, etc., will be provided to **Yakima County** from CONSULTANT as may be requested.

**Assumptions:**

- Appraisals and Appraisal Reviews may require market rent and short-term rent analysis for all occupied parcels
- Appraisals and Appraisal Reviews may require an analysis of all leasehold interests, if any.

**Deliverables:** *(Subject to determinations of the larger parcel and project design)*

- Up to ten (10) Appraisal reports
- Up to ten (10) Appraisal Review reports

**Subtask 8.9 Right of Way Acquisition Negotiations** - Appraisals and Appraisal Reviews completed in Sub-Task 8.8 above will be submitted to the CITY for written approval establishing the amount of Just Compensation to the property owner. Upon written approval from the CITY, **Yakima County** will prepare offer package(s) and promptly submit offer packages to the CITY for WSDOT review subject to the CITY'S approved policies and procedures. When approved, **Yakima County** will present offers to purchase all the required real property interests and negotiate in good faith to reach a settlement with each property owner(s). Offers will be presented in person when at all possible.

Secure real property rights from the nine (9) tax parcels and the BNSF corridor crossing as shown in Table A above (*see assumptions below*). Acquisition negotiations will be conducted in accordance with statutory and regulatory requirements and will include: Coordinate administrative settlement approvals with the CITY; Negotiate as necessary with lien holders; Assist escrow in the closing process; Prepare and maintain parcel files to include fair offer letters, acquisition documents, a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations.

Negotiations shall not be deemed to have failed until at least three significant meaningful contacts have been made and documented with each owner and/or their representative through direct personal contacts. Out-of-area owner(s) will be contacted by telephone, email and by certified mail. If negotiations reach an impasse, **Yakima County** will provide the CITY with written notification. The filing and cost of condemnation proceedings shall be the responsibility of the CITY.

Additional parcels or real property rights other than those shown in Table A, will require an amendment to this Scope of Work and related Fee Estimate.

**Assumptions:**

- CONSULTANT and CITY will lead BNSF negotiations with assistance and oversight by **Yakima County**. **Yakima County** will provide the conveyance document(s) which typically become exhibits to CMA or COA agreement(s). **Yakima County** is excluded from negotiating terms of said agreements.
- CONSULTANT and CITY will lead National Parks Service and Recreation Conservation Office negotiations with assistance and oversight by **Yakima County**.

**Deliverables:**

- Completed Acquisition files of the nine (9) separate tax parcels and the BNSF corridor crossing shown in Table A above.

**Subtask 8.10 Relocation Assistance** - It is assumed one (1) business and three (3) residential owner occupants will be displaced by the project as shown in Table A above. In the event the occupants are later determined to be residential tenants, then this scope of work and related fee estimate will require an amendment to include displaced landlord(s). **Yakima County** will provide Relocation Assistance and Advisory Services under the guidelines of the URA, WSDOT LAG Manual – Section 25 and the CITY'S approved Policies and Procedures, as directed.

Relocation services are generally outlined as follows:



- a. Inform displaced occupants, in writing, of their potential displacement, eligibility, entitlements, and provide an explanation of their relocation benefits.
- b. Assist in search of replacement site(s).
- c. Assist displaced occupant(s) in filing relocation claims for payment.
- d. Maintain a current relocation diary for each displaced occupant.
- e. Create / maintain necessary records to support state audit.

**Deliverables:**

- Relocation Assistance and Advisory services for one (1) displaced business and three (3) Residential occupants.
- Completed relocation assistance files.

**Subtask 8.11 Parcel Closeout – Escrow Closing** – As part of Sub-Task 8.3 above and upon securing required acquisition agreements, **Yakima County** will submit the necessary acquisition documents and closing instructions to the designated Title / Escrow Company. **Yakima County** will work with the Title/Escrow Company to obtain release documentation from the encumbrance(s) of public record that are not acceptable to the CITY to provide clear title to the property being acquired, subject to the CITY's title clearing guidelines. The Escrow Company shall prepare and obtain the owner(s) signature on the necessary closing documents. If needed, **Yakima County** will assist the escrow company to obtain signatures on closing documents for submittal to the CITY and payment(s) to the owner(s) along with recording documents with Yakima County.

**Deliverable:**

- Deliver completed original Acquisition and Relocation files to the CITY

**Subtask 8.12 Right-of-Way Certification** – Since there are federal funds participating in the project, Right of Way Certification will be coordinated and completed through WSDOT. Right of Way acquisition files will be prepared and completed to the satisfaction of a WSDOT Right of Way review to support federal aid participation. **Yakima County** will further coordinate right of way activities with the CITY and WSDOT's Local Agency Coordinator as needed throughout the project.

**Deliverable:**

- Right of Way Certification form letter for WSDOT review and approval.

**CONSULTANT and/or the CITY will provide the following:**

1. Approve designation of the title and escrow company used for this project. The title and escrow company will bill the CITY directly for all services provided.
2. Right of Way Plans and Drawings, Maps, Exhibits, Right of Way Staking, etc., as necessary.
3. Legal descriptions in electronic format for all real property rights to be acquired.
4. Form approval, in electronic format, of all legal conveyance and relocation assistance documents prior to use (i.e. offer letters, purchase and sale agreements, escrow instructions, easements, deeds, leases and permits, General Relocation Notices; Notice of Relocation Eligibility and Entitlements, etc.).
5. Review and approval of all determinations of value, established by the project appraisers, and provide written authorization prior to offers being made to property owners.

6. Payment of all compensation payments to property owners; all relocation assistance payments to displaced occupants; recording fees, legal services, condemnation costs and any incidental costs which may arise necessary to complete each transaction.
7. Send introduction letters to property owners as necessary.
8. CONSULTANT and CITY will lead BNSF negotiations with oversight by Yakima County.
9. CONSULTANT and CITY will lead National Parks Service and Recreation Conservation Office negotiations with oversight by Yakima County.

### **LIMITATIONS**

The following limitations have been identified and will apply to this Scope of Work:

1. Structural modifications to the existing Main Street/US 97 overpass bridge structure are not anticipated, and are not included in this scope of work.
2. Landscape and irrigation system design are not included.
3. Plans will be produced on 11 x 17 sheets.
4. Other planned utilities (water, sewer, gas, power, etc.) will be provided by the Agency or designed by CONSULTANT as a supplement to this scope of work.
5. No boundary or ALTA survey.
6. Hydraulic Report is not included.
7. All fees, permits and advertisements paid for by AGENCY.
8. Schedule and costs are reliant to responsive reviews and timely support information provided by others.

### **SUPPLEMENTAL SERVICES**

This Agreement may also be supplemented with the following additional services as determined by the AGENCY:

1. Construction Oversight/Engineering/Construction Staking.
2. Landscaping and Irrigation Design
3. Pump test for groundwater (GPI)



PROJECT TASK	Principal In-Charge	Project Manager	Lead Project Engineer	Project Engineer	Structural Manager/OC	Structural Engineer	Environmental Planner	Transportation Planner	Hours				Public Inv. Lead	Survey Manager	Surveyor	Survey Crew	Highway Stationing Designer/CADD	Civilist
									Public Inv. Lead	Survey Manager	Surveyor	Survey Crew						
Sound Level Measurements	\$5,093.37	0.0	0.0	4.0	20.0	0.0	0.0	8.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Traffic Noise Impact Evaluation	\$3,401.08	0.0	0.0	12.0	0.0	0.0	0.0	8.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Analysis & P)	\$9,593.32	0.0	0.0	12.0	0.0	0.0	0.0	8.0	2.0	40.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Draft Report	\$5,306.14	0.0	2.0	16.0	0.0	0.0	0.0	8.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WSDOT Coord. & Final Report	\$5,490.13	0.0	2.0	20.0	0.0	0.0	0.0	8.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
5.2 Environmental Justice	\$4,734.31	0.0	0.0	0.0	0.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	0.0	0.0
Research	\$1,235.09	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Develop Draft Report	\$2,059.38	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	0.0	0.0
WSDOT Coord. & Final Report	\$1,441.84	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	0.0	0.0
5.3 Hazardous Materials (GPI)	\$1,451.21	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Coordination with Subconsultant & WSDOT	\$1,451.21	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0
5.4 Land Use Analysis	\$10,876.13	0.0	0.0	0.0	0.0	0.0	0.0	40.0	3.0	0.0	0.0	0.0	0.0	0.0	12.0	16.0	0.0	0.0
Research	\$3,504.05	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Develop Draft Report	\$5,177.44	0.0	0.0	0.0	0.0	0.0	0.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	16.0	0.0
WSDOT Coord. & Final Report	\$3,294.47	0.0	0.0	0.0	0.0	0.0	0.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	0.0	0.0
5.5 Floodplain Discipline Report	\$10,842.28	0.0	0.0	0.0	0.0	0.0	0.0	48.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	16.0	0.0	0.0
Research	\$1,235.09	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Develop Draft Report	\$5,795.16	0.0	0.0	0.0	0.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WSDOT Coord. & Final Report	\$3,812.01	0.0	0.0	0.0	0.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
5.6 Individual Section 4(f) Compliance Report	\$12,796.69	0.0	2.0	4.0	0.0	0.0	0.0	40.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	16.0
Develop Draft Report	\$4,029.29	0.0	0.0	0.0	0.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WSDOT Coord. & Final Report	\$8,767.41	0.0	2.0	4.0	0.0	0.0	0.0	40.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	10.0
5.7 NEPA Categorical Exclusion (CE) Documentation Form	\$20,755.06	0.0	2.0	4.0	0.0	0.0	0.0	108.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	24.0	2.0
USACE Permit	\$617.54	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Critical Area Ordinance (CAO)	\$617.54	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Hydraulic Project Approval (HPA)	\$617.54	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Local Permits	\$617.54	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
NPDES or Construction Stormwater General Permit (CSWGP)	\$617.54	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Shoreline	\$617.54	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Temporary Erosion & Sediment Control (TESC)	\$617.54	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Section 401 - Water Quality	\$1,559.12	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Tribal Permits	\$2,470.17	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0
Right-of-Way Impacts	\$617.54	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Air Quality	\$617.54	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Land Use (Discipline Report see subtask)	\$0.00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Critical and Sensitive Areas including Wetlands	\$3,411.74	0.0	0.0	0.0	0.0	0.0	0.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cultural Resources (Reiss-Landreau Memo)	\$1,874.22	0.0	2.0	4.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0
Flood Plain (Discipline Report see subtask)	\$617.54	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Hazardous and Problem Waste (Discipline Report see subtask)	\$0.00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Noise (Discipline Report see subtask)	\$0.00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
4(f)(6)(D) - Fullright Park (Discipline Report see subtask)	\$0.00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Agricultural Lands	\$617.54	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rivers, Streams etc. (Wide Hollow Cr., Ahtanum Cr.)	\$617.54	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Tribal Lands (no impact)	\$0.00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Water Quality/Stormwater	\$617.54	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Environmental Justice (Discipline Report see subtask)	\$0.00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Biological Assessment	\$3,411.74	0.0	0.0	0.0	0.0	0.0	0.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
5.8 SEPA Checklist	\$2,826.72	0.0	2.0	8.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0
Prepare SEPA & Coordinate with City	\$2,826.72	0.0	2.0	8.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>TASK 6 ROADWAY FINAL DESIGN</b>	<b>\$110,889.79</b>	<b>0.0</b>	<b>30.0</b>	<b>148.0</b>	<b>400.0</b>	<b>12.0</b>	<b>12.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>124.0</b>	<b>40.0</b>	<b>0.0</b>
6.1 Basis of Design & Deviations	\$5,166.56	0.0	2.0	8.0	14.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Basis of Design & Deviations	\$1,756.09	0.0	0.0	4.0	14.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Coordination with City/WSDOT	\$2,310.47	0.0	2.0	4.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
6.2 Alignment & Profile	\$763.37	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final Design Revisions	\$763.37	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0
6.3 Intersection Design	\$15,465.47	0.0	0.0	8.0	80.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	32.0	0.0
Intersection Plan For Approval - Main St.	\$3,866.37	0.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0
Main Street Roundabout Design	\$3,866.37	0.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0
2 Interior Roundabout Design	\$3,866.37	0.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0
ADA Design & Details	\$3,866.37	0.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0
6.4 Storm Drainage Design	\$21,494.31	0.0	8.0	32.0	120.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	36.0	0.0



**Exhibit D-1**

**Consultant Fee Determination - Summary Sheet  
Cost Plus Fixed Fee**

**Project: Regional Beltway Connector Project**

**Direct Salary Cost (DSC):**

Classification	Man-Hours	Rates of Pay	Costs
Principal In-Charge	24.0	\$80.95	\$1,942.80
Project Manager	555.0	\$65.63	\$36,424.65
Lead Project Engineer	1016.0	\$47.66	\$48,422.56
Project Engineer	722.0	\$45.24	\$32,663.28
Structural Manager/QC	232.0	\$56.68	\$13,149.76
Structural Engineer	552.0	\$54.46	\$30,061.92
Environmental Planner	420.0	\$47.76	\$20,059.20
Transportation Planner	84.0	\$49.07	\$4,121.88
Public Inv. Lead	88.0	\$47.89	\$4,214.32
Survey Manager	134.0	\$53.87	\$7,218.58
Surveyor	267.0	\$29.12	\$7,775.04
Survey Crew	86.0	\$42.50	\$3,655.00
Roadway/ Structural Designer/CADD	1134.0	\$36.41	\$41,288.94
Clerical	122.0	\$33.43	\$4,078.46
<b>Overhead (OH Cost - including Salary Additives):</b>			<b>Total DSC =</b>
OH Rate x DSC of	188.25%		\$255,076.39
Fixed Fee	Fixed Fee	35.00%	\$480,189.79
			<b>Total DSC, OH &amp; Profit =</b>
			\$89,276.74
			<b>\$824,542.92</b>
<b>Reimbursables:</b>			
<b>Travel and Per Diem</b>			
Per Diem	6 days @	\$41.00	\$246.00
Air Travel	2 trips @	\$800.00	\$1,600.00
Mileage	3000 miles @	\$0.575	\$1,725.00
Lodging	6 nights @	\$89.00	\$534.00
<b>Reproduction/Mailing Expenses</b>			
Exhibit Mounting	4 each @	\$50.00	\$200.00
<b>Survey Equipment</b>			
GPS	86.0 hours	\$20.38	\$1,752.68
			<b>Reimbursable Sub-Total</b>
			\$6,057.68
<b>Subconsultant Costs:</b>			
GPI			\$45,545
<b>Subconsultant Costs</b>			<b>\$45,544.74</b>
<b>Total</b>			<b>\$876,145.34</b>
<b>Total (Rounded \$100)</b>			<b>\$876,100.00</b>
<b>Management Reserve 10%</b>			<b>\$87,610.00</b>
<b>Consultant PE Suppl. No. 2</b>			<b>\$963,710.00</b>
<b>AGENCY Prelim ROW Activities</b>			<b>\$26,290.00</b>
<b>Total PE Budget</b>			<b>\$990,000.00</b>
<b>Prepared by: Rick Door/Travis Marden</b>		<b>Date: 8/15/2018</b>	

## **Exhibit E**

### **Sub-consultant Cost Computations**

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There isn't any 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.

Supplement Subconsultant to include: GeoProfessional Innovation (GPI) for additional Geotechnical Investigation & Hazardous Materials Discipline Report.

Agreement Number:

Exhibit "A"  
Summary of Payments

8/14/2018

	Basic Agreement	Supplement #1	Supplement #2	Total
Direct Salary Cost	\$95,983.90	\$9,197.26	\$255,076.39	\$360,257.55
Overhead	\$188,508.89	\$17,471.12	\$480,189.79	\$686,169.80
Direct Non-Salary Costs	\$67,028.28	\$109.00	\$51,602.42	\$118,739.70
Fixed Fee	\$33,594.37	\$3,219.04	\$89,276.74	\$126,090.14
<b>Subtotal</b>	<b>\$385,115.44</b>	<b>\$29,996.42</b>	<b>\$876,145.34</b>	<b>\$1,291,257.19</b>
Rounded	\$385,100.00	\$30,000.00	\$876,100.00	\$1,291,200.00
Managerial Reserve	\$14,900.00	\$0.00	\$87,610.00	\$102,510.00
<b>Total Consultant Budget</b>	<b>\$400,000.00</b>	<b>\$30,000.00</b>	<b>\$963,710.00</b>	<b>\$1,393,710.00</b>
AGENCY Prelim ROW				
Activities	\$0.00	\$0.00	\$0.00	\$26,290.00
<b>Total PE Budget</b>	<b>\$400,000.00</b>	<b>\$30,000.00</b>	<b>\$963,710.00</b>	<b>\$1,420,000.00</b>





Regional Beltway Connector - Union Gap, Washington  
Geotechnical Engineering Evaluation

Geotechnical Sub-Consultant  
GPI  
File: PUP18062

Phase	Task	Total L-Days	Wambeke Principal L-Days	Abrams Sr. Engineer L-Days	Rushold Pr. Engineer L-Days	Maffey St. Engineer L-Days	Kannenberg Geologist L-Days	Gregory Clerical L-Days	TBD L-Days
2.0	Geotechnical Engineering Characteristics								
A	Update Engineering Analyses & Str. Design Interaction	5.5	1.5	1	2			1	
B	Prepare Draft Geotechnical Design Deliverable	8.25	1	0.8	3.0	2	0.75	0.75	
C	Consultation & Meetings	2.5	1.5	0.5	0.5				
D	Prepare Final Phase 2 Geotechnical Design Deliverable	5.5	0.75	0.75	1.5	1	0.5	1	
E	Administration	1	0.5					0.5	
		0							
3.0	Final Geotechnical Engineering Report								
A	Prepare Draft Geotechnical Design Deliverable	7.25	1	0.75	1.5	2.5	0.5	1	
B	Consultation & Meetings	3	2.0	0.5	0.5				
C	Prepare Final Geotechnical Design Deliverable	5	0.75	0.5	1.5	1	0.5	0.75	
D	Administration	1.25	0.75					0.5	
TOTAL - Labor Days		39.25	9.75	4.75	10.5	6.5	2.25	5.5	0

**MATERIALS SALARY COSTS**

**A. Summary of Labor-Day Costs**

	L-Days	L-Days	L-Days	L-Days	L-Days	L-Days	L-Days	L-Days	L-Days
1 Principal	9.75	L-Days	78.0	L-Hours X	\$54.47	hour =	\$4,248.66		
2 Sr. Engineer	4.75	L-Days	38.0	L-Hours X	\$40.61	hour =	\$1,543.18		
3 Pr. Engineer	10.5	L-Days	84.0	L-Hours X	\$28.85	hour =	\$2,423.40		
4 St. Engineer	6.5	L-Days	52.0	L-Hours X	\$18.00	hour =	\$936.00		
5 Geologist	2.25	L-Days	18.0	L-Hours X	\$29.33	hour =	\$527.94		
6 Clerical	5.5	L-Days	44.0	L-Hours X	\$24.45	hour =	\$1,075.80		
7 TBD	0	L-Days	0.0	L-Hours X	\$0.00	hour =	\$0.00		

TOTAL DIRECT PAYROLL **\$10,754.98**

**B. Payroll Burden & Fringe Benefit Costs**

1 Indirect Labor, Overhead & Fee	\$10,754.98	x	1.1000	=	\$11,830.48
2		x		=	
3		x		=	

TOTAL PAYROLL BURDEN & FRINGE BENEFIT COSTS **\$11,830.48**

**C. Fixed Fee**

Fee =

TOTAL FIXED FEE **\$3,161.96**  
TOTAL LABOR / PAYROLL / FIXED FEE **\$25,747.42**

**D. Out-of-Pocket Costs**

1 Mileage	620	x	\$ 0.545	=	\$ 337.90
2 Expenses	1	x	\$ 450.00	=	\$ 450.00
3 Lodging (days)	-	x	\$ 150.00	=	\$ -
4 Report Copies	8	x	\$ 50.00	=	\$ 400.00
5 Laboratory Testing- Unit Rates	-	x	\$ -	=	\$ -
6 Report Revisions	-	x	\$ -	=	\$ -
7		x		=	
8		x		=	

TOTAL OUT-OF-POCKET COSTS **\$ 1,187.90**

**E. Subcontractors**

1 Drilling Subcontractor	-	x	\$ 35,000.00	=	\$ -
2 Traffic Control	-	x	\$ 2,500.00	=	\$ -

TOTAL SUBCONTRACTOR COSTS **\$ -**

ESTIMATED DESIGN FEE **\$26,935.32**

**Manhour and Expense Fee Estimate**

City of Union Gap  
Beltway Connector  
J-U-B Engineers

Environmental Sub-Consultant  
GPI

WSDOT Hazardous Materials Discipline Report  
Manhour Fee Estimate

		Total L-Days	Principal L-Days	Environmental Professional L-Days	Project Engineer L-Days	Draftsman L-Days	GeoProfessional L-Days	Clerical L-Days
<b>Subtask 5.3</b>	<b>Hazardous Materials</b>							
Task 1	Site Screening Review and Risk Analysis	8.5	1.5	3.5	0.5	1.75	0.5	0.75
Task 2	Evaluation of Impacts to the Project	3.5	0.75	1.25	0.75	0.75	0	0
Task 3	Draft and Final Report with Standard Impacts and Mitigation Measures	7.5	1.5	2	0.75	1.5	0.5	1.25
Task 4	Evaluation of Project-Specific Impacts and Mitigation Measures with Draft and Final Report	4	0.25	1.25	1	0.75	0.25	0.5
	<b>Total Labor Days</b>	<b>23.5</b>	<b>4</b>	<b>8</b>	<b>3</b>	<b>4.75</b>	<b>1.25</b>	<b>2.5</b>

**MATERIALS SALARY COSTS**

**A. Summary of Labor-Day Costs**

			L-Days =		L-Hours x	\$	Hour =	\$
1	Principal	4	L-Days =	32.0	L-Hours x	\$ 55.00	Hour =	\$ 1,760.00
2	Environmental Professional	8	L-Days =	64.0	L-Hours x	\$ 30.00	Hour =	\$ 1,920.00
3	Project Engineer	3	L-Days =	24.0	L-Hours x	\$ 30.77	Hour =	\$ 738.48
4	Draftsman	4.75	L-Days =	38.0	L-Hours x	\$ 21.00	Hour =	\$ 798.00
5	GeoProfessional	1.25	L-Days =	10.0	L-Hours x	\$ 18.00	Hour =	\$ 180.00
6	Clerical	2.5	L-Days =	20.0	L-Hours x	\$ 34.00	Hour =	\$ 680.00

**TOTAL DIRECT PAYROLL** **\$ 6,076.48**

**B. Payroll Burden & Fringe Benefit Costs**

1	Indirect Labor, Overhead & Fee	\$ 6,076.48	x	\$ 1.49	=	\$ 9,043.63
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**TOTAL PAYROLL BURDEN & FRINGE BENEFIT COSTS** **\$ 15,120.11**

**C. Fixed Fee**

1				14%		
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**TOTAL FIXED FEE** **\$2,116.81**

**TOTAL LABOR / PAYROLL / FIXED FEE** **\$ 17,236.92**

**D. Out-of-Pocket Costs**

1	Mileage		450	x	\$ 0.550	=	\$ 247.50
2	Research Expenses		1	x	\$ 900.00	=	\$ 900.00
3	Lodging (days)		-	x	\$ 115.00	=	\$ -
4	Report Copies		1,500	x	\$ 0.15	=	\$ 225.00
5	Laboratory Testing- Unit Rates		-	x	\$ 2,200.00	=	\$ -
6	Plan Sheets - Soil Profile		-	x	\$ 10.00	=	\$ -
7	ROW Permits and fees		-	x	\$ 195.00	=	\$ -
8			-	x	\$ -	=	\$ -

**TOTAL OUT-OF-POCKET COSTS** **\$ 1,372.50**

**E. Subcontractors**

1	Exploration Drilling Subcontractor		-	x	\$ 13,000.00	=	\$ -
2	Traffic Control		-	x	\$ 1,500.00	=	\$ -
3	Exploration Geophysics Subcontractor		-	x	\$ 5,500.00	=	\$ -

**TOTAL SUBCONTRACTOR COSTS** **\$ -**

**TOTAL ESTIMATED HAZARDOUS MATERIALS FEE** **\$ 18,609.42**

**EXHIBIT F**  
**WSDOT**  
**Breakdown of Overhead Cost**  
**Year Ending December 31, 2017**

FRINGE BENEFITS		
	Beginning Total	% of Direct Labor
Direct Labor	14,440,336	
FICA	1,957,314	13.55%
Unemployment	112,192	0.78%
Medical Aid and Industrial Insurance	95,218	0.66%
Company Insurance and Medical	2,580,035	17.87%
Vacation, Holiday, and Sick Leave	3,036,882	21.03%
Commission, Bonuses/Pension Plan	5,190,785	35.95%
<b>Total Fringe Benefits</b>	<b>12,972,426</b>	<b>89.83%</b>
GENERAL OVERHEAD		
State B & O Taxes	272,745	1.89%
Insurance	443,532	3.07%
Administration and Time Not Assignable	8,334,182	57.71%
Printing, Stationery, and Supplies	487,776	3.38%
Professional Services	224,215	1.55%
Travel Not Assignable	873,601	6.05%
Telephone and Telegraph Not Assignable	465,331	3.22%
Fees, Dues, Professional Meetings	129,801	0.90%
Utilities and Maintenance	299,899	2.08%
Professional Development	96,427	0.67%
Rent	1,159,774	8.03%
Equipment Support (computer); Depreciation: Computer expense	1,298,890	8.99%
Cost of money	116,172	0.80%
Office Miscellaneous, Postage	9,642	0.07%
<b>Total General Overhead</b>	<b>14,211,987</b>	<b>98.42%</b>
<b>Total Overhead Fringe + General</b>	<b>27,184,413</b>	<b>188.25%</b>



## City Council Communication

**Meeting Date:** August 27, 2018

**From:** Arlene Fisher, City Manager

**Topic / Issue:** Resolution - Public Defense Contract - Valera

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**SYNOPSIS:** Due to the increased case filings, the City is in need of additional public defenders, and would like to contract with Attorney Teresita Valera for these services.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to sign a contract with Teresita Valera for indigent defense services.

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

**FINANCIAL REVIEW:** The City has funds in the current budget to support this increase.

**BACKGROUND INFORMATION:** Due to our increasing Municipal, District Court case filings, the need to hire another Public Defender is necessary. Per Wilbur, et al Mt. Vernon, Public Defenders are limited to the number of cases allowed. The City also received and accepted a grant from the Office of Public Defense specifically to help the City offset the cost of raises for public defenders.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. Contract

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

A **RESOLUTION** authorizing the City Manager to sign a contract with the Teresita Valera for public defense services.

**WHEREAS**, Teresita Valera is an experienced attorney in criminal defense who has been contracted with the City to provide indigent defense services; 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 contract with Teresita Valera for public defense services.

**PASSED** this 27<sup>th</sup> day of August, 2018.

\_\_\_\_\_  
City Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

**CONTRACT FOR INDIGENT DEFENSE SERVICES WITH  
THE CITY OF UNION GAP**

WHEREAS, the City of Union Gap, Washington (hereinafter "City") provides public defense services pursuant to contract with attorney Teresita Varela (hereinafter "Public Defender"), and

WHEREAS, a decision by the Federal Court for the Western District of Washington, the Honorable Robert Lasnik, in a case styled Wilbur, et al v. Mt. Vernon, et al (hereinafter the "Decision") emphasizes the need for the City to provide indigent defense services to misdemeanor clients in municipal and district courts in a manner which fully complies with the City's obligations under the Sixth and Fourteenth Amendments to the United States Constitution, and

WHEREAS, the Washington Supreme Court has adopted standards regarding the caseload of Public Defenders and the Washington State Office of Public Defense has provided guidance regarding case weighting System, and

WHEREAS, the City has conducted an evaluation of its public defense system, including the court system and appointment process, and

WHEREAS, the City desires to amend its contract to bring it into compliance with the guidance of the Decision, Supreme Court Standards and the standards for the provision of indigent defense services adopted by the City. NOW THEREFORE,

In consideration of the mutual benefits to be derived and the promises contained herein, the City and the Public Defender have entered into this Agreement.

1. Scope of Services, Standards and Warranties. The Public Defender will provide indigent defense services in misdemeanor cases in accordance with the standards adopted by the City in Resolution 14-37 as the same exists or is hereafter amended (hereinafter "Standards") and the Decision. The Public Defender individually warrants that he/she, and every Public Defender and/or intern employed by the Public Defender to perform services under this contract, has read and is fully familiar with the provisions of the Standards adopted by the City and the Decision. Compliance with these Standards and the Decision goes to the essence of this Agreement.

1.1 The Public Defender, and every attorney and/or intern performing services under this Agreement shall certify compliance with Supreme Court Rule and governing case load quarterly with the Yakima County District/Union Gap Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Public Defender and every attorney and/or intern warrants that he/she shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his/her practice as a whole, including other contracts for public defense and/or private practice.

1.2 Public Defender will maintain contemporaneous records on a daily basis documenting all work performed on each assigned case. Public Defender will maintain and provide to the City a quarterly report detailing:

1.2.1 the number of cases assigned during the period and the time spent on each case;

1.2.2 the disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed of by plea;

1.2.3 the number of cases in which a motion was brought with the Court as well as cases in which a motion was filed with the prosecutor and a reduced sentence or dismissal was negotiated;

1.2.4 the number of cases in which an investigator was utilized;

1.2.5 the number of cases which were set for trial including cases in which the defendant failed to appear;

1.2.6 the number and type of criminal cases handled outside of this contract (including cases assigned by another public entity); and

1.2.7 the percentage of the Public Defender's practice spent on civil or non-criminal matters.

1.3 The Public Defender further warrants that his/her proposal, reflected in Section 2, Compensation, reflects all infrastructure, Support, administrative Services, routine investigation, and systems necessary to comply with the Decision and Standards except as provided in Section 2.4 below.

1.4 The Public Defender promises that he/she will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Decision and/or the Standards.

2. Compensation. Effective September 1, 2018 the City shall pay to the Public Defender for services rendered under this Contract the sum of \$225.00 per case assigned (not per appearance) which is the amount for a bi-lingual attorney if necessary. Probation cases for Failure to Comply (FTC's) shall be charged \$145.00 per case. Cases assigned are 100 cases not to exceed 200 cases. Also as part of the Public Defender compensation, the Public Defender agrees to be present at preliminary hearings as the need arises. Should a conflict arise, the Public Defender shall forward any comments to the Court regarding the status of the defendant prior to the commencement of the preliminary hearing. The Public Defender shall receive an additional \$100.00 per hour for reasonable trial preparation and trial time should a case go to trial.

The compensation amount represents the salary and benefits necessary to provide Public Defense services through the undersigned counsel as supplemented in Section 2.4 below, along with all infrastructure, support, and systems necessary to comply with the Standards and Decision including by way of illustration and not limitation, training, research, secretarial and office facilities. As provided in Section 2.5 and its Sub paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on experience.

The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense service will comply with the Standards and Decision with an adequate reserve capacity for each attorney. The Public Defender additionally agrees and promises that he/she will devote his/her full effort to the performance of this agreement and will undertake no private practice of law or other public contract that would impede his/her ability to perform under this agreement or reduce the case count available to each Attorney. The Public Defender additionally represents that he is bi-lingual and competent to communicate with clients in either Spanish or English.

2.1 Base Compensation. Except as expressly provided in Section 2.4, the cost of all infrastructure, administrative, support and systems as well as standard overhead services necessary to comply with the established standards are included in the base payment provided in Section 2.1 above.

2.2 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when reasonably incurred and approved by the Court from funds available for that purpose:

2.2.1 Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorneys making any charge or court files pertaining to the underlying case.

2.2.2 Preauthorized Expenses. Case expenses may be requested by the Public Defender and preauthorized by order of the Court. Unless the services are performed by Public Defender's staff or subcontractors, such expenses include, but are not limited to:

- (i) Investigation expenses;
- (ii) Medical and psychiatric evaluations;
- (iii) Expert witness fees and expenses;
- (iv) Interpreters;
- (v) Polygraph, forensic and other scientific tests;
- (vi) Unusually extensive computerized legal research; and
- (vii) any other non-routine expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case. In the event any expense is found by the Court to be outside of its authority to approve, the Public Defender may apply to the Contract Administrator for approval, such approval not to be unreasonably withheld.

2.2.3 Lay Witness Fees. Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

2.2.4 Copying Clients' Files. The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;



2.2.5 Copying Direct Appeal Transcripts Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public Defender is limited to no more than two copies;

2.2.6 Records. To the extent such materials are not provided through discovery, medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75; and

2.2.7. Process Service. The normal, reasonable cost for the service of a Subpoena.

2.3 Review and Renegotiation Due to Change in Rule or Standard. This contract may be renegotiated at the option of either party if the Washington State Supreme Court, the Washington State Bar or the City significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule or City Ordinance/Resolution.

3. Term. The term of this agreement shall be for one year from September 1, 2018 through September 31, 2019. unless sooner terminated as provided herein. The Agreement may be extended for two additional one year terms at the mutual agreement of the parties.

3.1 For Cause. This agreement may be terminated for good cause for violation of any material term of this agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of court, the ethical obligations established by the Washington State Bar Association, the willful disregard of the rights and best interests of the client, a willful violation of the Standards or the Decision, the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney or any Public Defender providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Public Defender who shall have thirty (30) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

3.3 Obligations survive Termination. In the event of termination of this agreement, the following obligations shall survive and continue:

3.3(a) If for any reason the Public Defender does not appear in court and a replacement attorney is not representing clients; and the City Manager is not notified the of non-appearance, the contract shall terminated within 5 days by the City Manager;

3.3.1 Representation. The compensation established in this agreement compensates Public Defender for services relating to each and every assigned case. Therefore, in the event this agreement is terminated, the Public Defender will continue to represent clients on assigned cases until a case is concluded on the trial court level.

3.3.2. The provisions of sections 1 and 5, as well as this subsection 3.3 survive termination as to the Public Defender. The City shall remain bound by the

provisions of section 2.2 with respect to additional costs incurred with respect to cases concluded after the termination of this contract.

4. Nondiscrimination. Neither the Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this agreement.

5. Indemnification. The Public Defender agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, and including claims by Public Defender's own employees to which Public Defender might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Public Defender, his/her officers or agents.

It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Public Defender's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

The City agrees to hold harmless and indemnify the Public Defender, his/her officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City, its officers or agents.

This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Public Defender shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Public Defender, or the agents, representatives, employees, or subcontractors of the Public Defender.

7. Work Performed by Public Defender. In addition to compliance with the Standards, in the performance of work under this Agreement, Public Defender shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to

Public Defender's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at Public Defender's Risk. Public Defender shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Attorney's own risk, and the Public Defender shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. Public Defender shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, no Subcontracting. This Agreement has been entered into in consideration of the Public Defender's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Public Defender has personally signed this Agreement below to indicate that he/she is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the Public Defender without the express written consent of the City shall be void.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Public Defender. An additional attorney may be added to this Agreement by adding his or her signature to these agreements.

1. Entire Agreement, Prior Agreement Superseded. The Written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. Upon execution, this Agreement shall Supersede any and all prior agreements between the parties.

12. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

**CITY:**

Arlene Fisher, City Manager  
P.O. Box 3008/ 102 W. Ahtanum  
Union Gap, WA 98903

**PUBLIC DEFENDER:**

Teresita Varela  
6 South 2<sup>nd</sup> Street, Suite 905  
Yakima, WA 98901

13. Non-waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF UNION GAP

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

ATTEST/AUTHENTICATED:

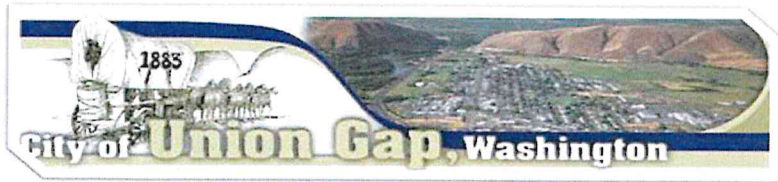
By: \_\_\_\_\_  
City Clerk, Karen Clifton

By: PUBLIC DEFENDER

APPROVED AS TO FORMA:  
OFFICE OF CITY ATTORNEY

\_\_\_\_\_  
Teresita Varela  
ADDRESS: 6<sup>th</sup> S. 2<sup>nd</sup> Street, Suite 905  
Yakima, WA 98901  
(509) 339-7131

By: \_\_\_\_\_  
Bronson Brown  
City Attorney, Union Gap



## City Council Communication

**Meeting Date:** August 27, 2018

**From:** Arlene Fisher, City Manager

**Topic / Issue:** Resolution - Public Defense Contract - Woodard

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**SYNOPSIS:** The City has contracted with Attorney Barry Woodard for indigent defense. Due to the increase of the Union Gap Court calendar the increase of defendants represented by Mr. Woodard, we request an increase in the contract amount to cover the additional costs.

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

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

**FINANCIAL REVIEW:** There is funding in the 2018 budget for indigent defense. In the event that this budget needs to be increased, a budget amendment will be brought before Council for authorization.

**BACKGROUND INFORMATION:** The previous contract provided for compensation well below comparable rates. This contract alleviates those concerns. The City also received and accepted a grant from the Office of Public Defense specifically to help the City offset the cost of raises for public defenders.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. Contract

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

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

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

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

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

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

**PASSED** this 27th day of August, 2018.

\_\_\_\_\_  
City Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

## CONTRACT FOR INDIGENT DEFENSE SERVICES

WHEREAS, the City of Union Gap, Washington (hereinafter "City") provides public defense services pursuant to contract with attorney **Barry Woodard** (hereinafter "Public Defender"), and

WHEREAS, a decision by the Federal Court for the Western District of Washington, the Honorable Robert Lasnik, in a case styled Wilbur, et al. v. Mt. Vernon, et al (hereinafter the "Decision") emphasizes the need for the City to provide indigent defense services to misdemeanor clients in municipal and district courts in a manner which fully complies with the City's obligations under the Sixth and Fourteenth Amendments to the United States Constitution, and

WHEREAS, the Washington Supreme Court has adopted standards regarding the caseload of Public Defenders and the Washington State Office of Public Defense has provided guidance regarding case weighting System, and

WHEREAS, the City has conducted an evaluation of its public defense system, including the court system and appointment process, and

WHEREAS, the City desires to amend its contract to bring it into compliance with the guidance of the Decision, Supreme Court Standards and the standards for the provision of indigent defense services adopted by the City. NOW THEREFORE,

In consideration of the mutual benefits to be derived and the promises contained herein, the City and the Public Defender have entered into this Agreement.

1. Scope of Services, Standards and Warranties. The Public Defender will provide indigent defense services in misdemeanor cases in accordance with the standards adopted by the City in Resolution 14-37 as the same exists or is hereafter amended (hereinafter "Standards") and the Decision. The Public Defender individually warrants that he/she, and every Public Defender and/or intern employed by the Public Defender to perform services under this contract, has read and is fully familiar with the provisions of the Standards adopted by the City and the Decision. Compliance with these Standards and the Decision goes to the essence of this Agreement.

1.1 The Public Defender, and every attorney and/or intern performing services under this Agreement shall certify compliance with Supreme Court Rule and governing case load standards quarterly with the Yakima County District/Union Gap Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Public Defender and every attorney and/or intern warrants that he/she shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his/her practice as a whole, including other contracts for public defense and/or private practice.

1.2 Public Defender will maintain contemporaneous records on a daily basis documenting all work performed on each assigned case. Public Defender will maintain and provide to the City a quarterly report detailing:

1.2.1 the number of cases assigned during the period and the time spent on each case;

1.2.2 the disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed of by plea;

1.2.3 the number of cases in which a motion was brought with the Court as well as cases in which a motion was filed with the prosecutor and a reduced sentence or dismissal was negotiated;

1.2.4 the number of cases in which an investigator was utilized;

1.2.5 the number of cases which were set for trial including cases in which the defendant failed to appear;

1.2.6 the number and type of criminal cases handled outside of this contract (including cases assigned by another public entity); and

1.2.7 the percentage of the Public Defender's practice spent on civil or non criminal matters.

1.3 The Public Defender further warrants that his/her proposal, reflected in Section 2, Compensation, reflects all infrastructure, Support, administrative services, routine investigation, and systems necessary to comply with the Decision and Standards except as provided in Section 2.4 below.

1.4 The Public Defender promises that he/she will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Decision and/or the Standards.

**2. Compensation.** The City shall pay to the Public Defender for services rendered under this Contract \$12,000 per month not to exceed 300 cases per year. Also as part of the Public Defender compensation, the Public Defender agrees to be present at preliminary hearings as the need arises. Should a conflict arise, the Public Defender shall forward any comments to the Court regarding the status of the defendant prior to the commencement of the preliminary hearing. The Public Defender shall receive an additional \$100.00 per hour for reasonable trial preparation and trial time should a case go to trial.

The compensation amount represents the salary and benefits necessary to provide Public Defense services through the undersigned counsel as supplemented in Section 2.2 below, along with all infrastructure, support, and systems necessary to comply with the Standards and Decision including by way of illustration and not limitation, training, research, secretarial and office facilities. As provided in Section 2.3, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on experience. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense service will comply with the Standards and Decision with an adequate reserve capacity for each attorney. The Public Defender additionally agrees and promises that he/she will devote his/her full effort to the performance of this agreement and will undertake no private practice of law or other public contract that would impede his/her ability to perform under this agreement or reduce the case count available to each Attorney. **The Public Defender additionally**



**represents that he has Spanish-language translation available at his cost to communicate with clients in either Spanish or English as may be necessary.**

**2.1 Base Compensation.** Except as expressly provided in Section 2.4, the cost of all infrastructure, administrative, support and systems as well as standard overhead services necessary to comply with the established standards are included in the base payment provided in Section 2.1 above.

**2.2 Payments in Addition to the Base Compensation.** The City shall pay for the following case expenses when reasonably incurred and approved by the Court from funds available for that purpose:

**2.2.1 Discovery.** Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorneys making any charge or court files pertaining to the underlying case.

**2.2.2 Preauthorized Expenses.** Case expenses may be requested by the Public Defender and preauthorized by order of the Court. Unless the services are performed by Public Defender's staff or subcontractors, such expenses include, but are not limited to:

- (i) investigation expenses;
- (ii) medical and psychiatric evaluations;
- (iii) expert witness fees and expenses;
- (iv) interpreters;
- (v) polygraph, forensic and other scientific tests;
- (vi) unusually extensive computerized legal research; and
- (vii) any other non-routine expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case. In the event any expense is found by the Court to be outside of its authority to approve, the Public Defender may apply to the Contract Administrator for approval, such approval not to be unreasonably withheld.

**2.2.3 Lay Witness Fees.** Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

**2.2.4 Copying Clients' Files.** The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

**2.2.5 Copying Direct Appeal Transcripts Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals.** The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public Defender is limited to no more than two copies;

2.2.6 Records. To the extent such materials are not provided through discovery, medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75; and

2.2.7. Process Service. The normal, reasonable cost for the service of a Subpoena.

2.3 Review and Renegotiation. Due to Change in Rule or Standard. This contract may be renegotiated at the option of either party if the Washington State Supreme Court, the Washington State Bar or the City significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule or City Ordinance/Resolution.

3. Term. The term of this agreement shall be for one year from January 1, 2018 through December 31, 2021, unless sooner terminated as provided herein. The Agreement may be extended for two additional one year terms at the mutual agreement of the parties. If the Agreement is extended the Public Defender shall receive an annual CPI increase not to exceed 3% each year in addition to the base rate.

3.1 For Cause. This agreement may be terminated for good cause for violation of any material term of this agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of court, the ethical obligations established by the Washington State Bar Association, the willful disregard of the rights and best interests of the client, a willful violation of the Standards or the Decision, the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney or any Public Defender providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Public Defender who shall have thirty (30) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

3.3 Obligations Survive Termination. In the event of termination of this agreement, the following obligations shall survive and continue:

3.3.1 Representation. The compensation established in this agreement compensates Public Defender for services relating to each and every assigned case. Therefore, in the event this agreement is terminated, the Public Defender will continue to represent clients on assigned cases until a case is concluded on the trial court level.

3.3.2. The provisions of sections 1 and 5, as well as this subsection 3.3 survive termination as to the Public Defender. The City shall remain bound by the provisions of section 2.2 with respect to additional costs incurred with respect to cases concluded after the termination of this contract.

4. Nondiscrimination. Neither the Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this agreement.

5. Indemnification. The Public Defender agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, and including claims by Public Defender's own employees to which Public Defender might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Public Defender, his/her officers or agents.

It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Public Defender's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

The City agrees to hold harmless and indemnify the Public Defender, his/her officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City, its officers or agents.

This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Public Defender shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Public Defender, or the agents, representatives, employees, or subcontractors of the Public Defender.

7. Work Performed by Public Defender. In addition to compliance with the Standards, in the performance of work under this Agreement, Public Defenders shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to Public Defender's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at Public Defender's Risk. Public Defender shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Attorney's own risk, and the Public Defender shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. Public Defender shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, no Subcontracting. This Agreement has been entered into in consideration of the Public Defender's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Public Defender has personally signed this Agreement below to indicate that he/she is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the Public Defender without the express written consent of the City shall be void.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Public Defender. An additional attorney may be added to this Agreement by adding his or her signature to these agreements.

11. Entire Agreement, Prior Agreement Superseded. The Written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. Upon execution, this Agreement shall supersede any and all prior agreements between the parties.

12. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

**CITY:**

Arlene Fisher, ICMA-CM,  
City Manager

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City of Union Gap

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102 W. Ahtanum Rd/ PO Box 3008

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Union Gap, WA 98903

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**PUBLIC DEFENDER:**

Barry Woodard, Attorney

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11 North 11<sup>th</sup> Avenue, Suite 102

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Yakima, WA 98902

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13. Non-waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_  
Day of \_\_\_\_\_, 20 \_\_\_\_\_.

CITY OF UNION GAP

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

Arlene Fisher, City Manager

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM  
OFFICE OF CITY ATTORNEY

By: \_\_\_\_\_  
Bronson Brown, City Attorney

PUBLIC DEFENDER

By: \_\_\_\_\_  
Barry Woodard



## City Council Communication

**Meeting Date:** August 27, 2018

**From:** Arlene Fisher, City Manager

**Topic / Issue:** Resolution – City of Union Prosecutor Contract - Dornay

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**SYNOPSIS:** The City has contracted with Attorney/Prosecutor Margita A. Dornay for Prosecution services for the City of Union Gap. Due to the increase of the Union Gap Court calendar the increase of cases represented by Ms. Dornay, we request an increase in the contract amount to cover the additional costs.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to sign a new contract with Margita A. Dornay for prosecution services for Misdemeanor and Gross Misdemeanor Crimes.

**LEGAL REVIEW:** Reviewed by City Attorney

**FINANCIAL REVIEW:** The City has funds in the current budget to support this increase.

**BACKGROUND INFORMATION:** The previous contract provided for compensation well below comparable rates. This contract alleviates those concerns.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. Contract

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

A **RESOLUTION** authorizing the City Manager to sign a new contract with the Margita A. Dornay for Prosecution of Misdemeanor and Gross Misdemeanor Crimes.

**WHEREAS**, Margita A. Dornay is an experienced attorney and who has been contracted with the City to provide Prosecution Service; and

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

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

The City Manager is authorized to sign a contract with Margita A. Dornay for Prosecution of Misdemeanor and Gross Misdemeanor Crimes.

**PASSED** this 27th day of August, 2018.

\_\_\_\_\_  
City Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

**PROFESSIONAL SERVICES CONTRACT  
PROSECUTION**

**I. PARTIES**

This contract is made on this \_\_\_\_\_ of August, 2018 between the City of Union Gap ("City") and Law Offices of Margita A. Dornay ("Attorney" or "Contractor").

**II. TERM - INDEPENDENT CONTRACTOR**

Performance under this Contract shall commence immediately as Contractor currently provides services to the City and shall continue until such time as one of the parties terminates the contract under this provision. Either party may terminate this Contract upon giving sixty (60) days written notice prior to the termination date.

The relationship of the Contractor to the City shall be that of an independent contractor rendering professional services. Nothing contained herein shall be deemed to create the relationship of employer and employee or principal or agent between the City and the Contractor.

**III. SERVICES PROVIDED**

Contractor shall be principally responsible for performing the work required under this Contract for the City. Contractor may from time to time employ other attorneys to assist her as necessary. Attorney will provide the following legal services:

A. Prosecution of Misdemeanor and Gross Misdemeanor Crimes.

Attorney shall be responsible for all aspects of prosecution, including: making filing decisions on criminal cases and recommendations with respect to the conduct of investigations, trial preparation, and related matters; responding to, and preparing, pre-trial motions; interviewing witnesses and victims of crimes; advising victims regarding their rights and responsibilities; prosecuting misdemeanor, gross misdemeanor and criminal traffic cases; representing the City at arraignments, pretrial hearings, bench and jury trials, and review hearings, conducting plea bargain negotiations and making appropriate plea offers; making sentencing recommendations and decisions to the court; preparing and presenting legal memoranda, preparing and or directing that subpoenas, jury instructions, and other related materials be prepared.

Attorney will be available by telephone to discuss questions from witnesses, police and staff. Attorney will provide a telephone number for purposes of police Investigation/advice.



## PROFESSIONAL SERVICES CONTRACT (PROSECUTOR)

The phone number is expected to be used infrequently, and only for emergent legal matters.

Attorney shall provide also provide paralegal and secretarial staffing sufficient to process and handle the City's caseload for misdemeanor and gross misdemeanor crimes and for the contest traffic infractions.

### B. Prosecution of Contested Traffic Infractions.

Attorney shall be responsible for all aspects of contested traffic infractions, including: presentation of the City's case (which may be limited to the entry of the police report into the record, but in some cases may be more involved including the interview of and presentation of witness testimony or other evidence) with respect to contested traffic infraction matters.

### IV. COMPENSATION

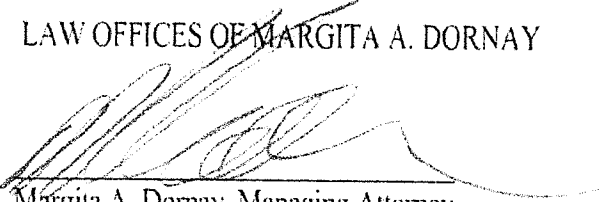
The foregoing services will be provided on a flat monthly fee basis. The flat fee charged to the City for the services above is \$14,500 per month. In exchange for the flat fee, Attorney will provide all of the prosecution services and legal assistant / paralegal services identified above. Except that where Attorney must file or respond to an appeal to Superior Court, Attorney will bill the City at the rate of \$115.00 per hour, which will be in addition to the flat fee amount. Concerning an appeal, Attorney will not initiate an appeal on the City's behalf without first consulting with the City for approval of such appeal.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

CITY OF UNION GAP

LAW OFFICES OF MARGITA A. DORNAY

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

  
Margita A. Dornay, Managing Attorney

ATTEST:

\_\_\_\_\_  
Karen Clifton, City Clerk/Treasurer



## City Council Communication

**Meeting Date:** August 27, 2018

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

**Topic / Issue:** Resolution – High Intensity Drug Trafficking Areas and Domestic Cannabis Eradication/Suppression Program Grants

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**SYNOPSIS:** The Union Gap Police Department is a member of a multiagency narcotics unit, Law Enforcement Against Drugs (LEAD). As a member of LEAD we will receive a portion, through overtime reimbursement, of the High Intensity Drug Trafficking Areas (HIDTA) grant, which is \$18,344, and the Domestic Cannabis Eradication/Suppression grant, which \$5,000. In order to receive overtime reimbursement, sub-recipient agreements are necessary.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager or her designee to sign two Sub-recipient Agreements for the High Intensity Drug Trafficking Areas, and the Domestic Cannabis Eradication/Suppression program grants.

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

**FINANCIAL REVIEW:** This is a reimbursement grant with no additional cost to the City.

**BACKGROUND INFORMATION:**

**ADDITIONAL OPTIONS:**

**ATTACHMENTS:**

1. Resolution
2. Grant Agreements (2)

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

**A RESOLUTION** authorizing the City Manager or designee to sign a Sub-recipient Agreement with Yakima County Sheriff's Office for overtime reimbursement for the High Drug Trafficking Areas (HDTA) and the Domestic Cannabis Eradication/Suppression programs.

**WHEREAS**, The City of Union Gap is a member of the LEAD task force; and

**WHEREAS** Yakima County Sheriff's Office has obtained two reimbursement grants for to the Domestic Cannabis Eradication/Suppression and the High Drug Trafficking Areas (HDTA) programs; and

**WHEREAS** this funding will be used to reimburse overtime costs for the LEAD task force participants;

**WHEREAS** in order to receive reimbursement for these programs, the City of Union Gap must enter into sub-recipient agreements with Yakima County Sheriff's Office.

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

The City Manager or designee is authorized to sign two sub-recipient agreements with the Yakima County Sheriff's Office, for grant funding for overtime reimbursement relating to the High Drug Trafficking Areas (HDTA) and the Domestic Cannabis Eradication/Suppression programs.

**PASSED** this 27th day of August, 2018.

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

ATTEST:

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

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

**HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM  
FACE SHEET**

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBGRANTEE <input type="checkbox"/> VENDOR		CONTRACT NUMBER: G18NW0006A
1. SUBRECIPIENT NAME/ADDRESS:  Name, Title Agency City of Union Gap Address 1800 Rainier Place Union Gap, WA 98903	2. ORIGINAL CONTRACT AMOUNT: \$18,344.00	5. PREVIOUS CONTRACT AMOUNT:
	3. CASH MATCH REQUIREMENT: \$0	6. MODIFICATION AMOUNT:
	4. TOTAL CONTRACT AMOUNT: \$18,344.00	7. NEW TOTAL CONTRACT AMOUNT:
8. SUBRECIPIENT CONTACT INFO:  Name Gregory Cobb, Chief Phone: Fax:	9. COUNTY PROGRAM CONTACT INFO: Brian Winter, Sheriff Yakima County Sheriff's Office P O Box 1388 Yakima, WA 98907	10. COUNTY FISCAL CONTACT INFO: Marsha Graf Yakima County Sheriff's Office P O Box 1388 Yakima, WA 98907
11. CONTRACT START DATE: 01/01/2018	12. CONTRACT END DATE: 12/31/2019	
13. FUNDING AUTHORITY: Executive Office of the President Office of National Drug Control Policy		
14. CFDA NUMBERS(s): 95.001	15. CFDA TITLE(S): High Intensity Drug Trafficking Areas Program (HIDTA)	
16. PURPOSE: To provide local governments funds for the investigation, disruption, and prosecution of drug and gang organizations operating at levels above the normal capacity of local jurisdictions to pursue.		
EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference:  <input checked="" type="checkbox"/> Exhibits (specify): EXHIBIT A – Scope of Work EXHIBIT B – Budget EXHIBIT C – Certification Regarding Lobbying		
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.		
<b>CONTRACTOR</b>		<b>BOARD OF YAKIMA COUNTY COMMISSIONERS</b>
Name, Title		Ron Anderson, Chairman
Date		Michael D Leita, Commissioner
Attest:		J Rand Elliott Commissioner Constituting the Board of County Commissioners for Yakima County, Washington
Tiera L. Girard, Clerk of the Board		Approved as to form:  Deputy Prosecuting Attorney

## GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
  - A. "Contract" the term contract is intended to mean an agreement creating obligations enforceable by law between the County and the Contractor. For purposes of this "contract", the parties agree that all terms contained in the General Terms and Special Terms and Conditions including any Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
  - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
  - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - D. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
  - E. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - F. "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
  - G. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - H. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.

- I. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
3. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
4. **Billing Limitations:** Contractor shall maintain a written record of expenses and submit monthly invoices detailing expenses for reimbursement to: Yakima County Sheriff's Office P O Box 1388 Yakima, WA 98907. The County shall pay the Contractor within 45 days after receiving an invoice and proper supporting documentation. All billings must be received no later than 60 days after the close of the contract to be considered for payment.

The decision to approve or deny payment of claims for services submitted after more than 60 days shall rest solely with the Sheriff and the Sheriff's decision shall be final and not capable of right to appeal.

5. **Circulars:** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost principles and audit requirements. These Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement Circulars or regulations.
6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the information.

8. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
9. **Disputes:** A Dispute Board shall determine disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.
10. **Documentation for Reimbursement Requests:** At the Contractor's first request for reimbursement, Yakima County Sheriff's Office will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract.
11. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
12. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
13. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

14. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
15. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
16. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 15 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 15, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.
17. **Insurance:**



- A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.
  - B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.
18. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:
- A. Document performance of all acts required by law, regulation, or this Contract;
  - B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
  - C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
19. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.) In the event the Contractor violates this provision, the County may terminate this Contract immediately and bar the Contractor from performing any services for the County in the future.
20. **Order of Precedence:** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- A. Applicable federal and State of Washington statutes and regulations;
  - B. Special Terms and Conditions of this Contract;
  - C. This Contract.
21. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
22. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
23. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
24. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Sheriff or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liabilities, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.

25. **FFATA / DATA Act Compliance:** Each applicant is required to (i) Be registered in the System for Award Management (SAM) before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

26. **Subrecipients:**

- A. **General:** If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) in Title 2, Subtitle A, Chapter II, Part 200.93 "Subrecipients" of the Code of Federal Regulations (CFR), and this Contract, the Contractor shall:
- I. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
  - II. Maintain written internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
  - III. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
  - IV. Incorporate Title 2, Subtitle A, Chapter II, Part 200, Subpart F, "Audit Requirements" into all agreements between the Contractor and its Subrecipients who are subrecipients;
  - V. Comply with all applicable requirements of Title 2 of the Code of Federal Regulations and any future amendments to them, and any successor or replacement Circulars or regulations; and
  - VI. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39. (See [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr) for additional information and access to the aforementioned Federal laws and regulations.)
  - VII. 28 CFR Part 69 – "New Restrictions on Lobbying"

VIII. 2CFR Part 25 – “Universal Identifier and System of Award Management”

IX. Conflict of Interest and Mandatory Disclosure Requirements

01. Conflict of Interest Requirements

As a non-Federal entity, you must follow ONDCP’s conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from subrecipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

- i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contract.
- ii. None of your employees may participate in the selection, award or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subwards or contract. The officers, employee, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- iii. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or

subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

.02 Mandatory Disclosure Requirement

As a non-federal entity, you must disclose, in a timely manner, in writing to ONDCP and Yakima County Sheriff's Office all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affect the Federal award. Non-federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceeding to SAM. Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlines in 2CFR 200.338 "Remedies for Noncompliance".

- B. **Single Audit Act Compliance:** If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit for that fiscal year. Upon completion of each audit, the Contractor shall:
    - I. Submit to the County contact person, listed on the first page of this Contract, the data collection form and reporting package specified in Title 2, Subtitle A, Chapter II, Part 200, Subpart F, "Audit Requirements", reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
    - II. Follow-up and develop corrective action for all audit findings; in accordance with Title 2, Subtitle A, Chapter II, Part 200, Subpart F, "Audit Requirements", and prepare a "Summary Schedule of Prior Audit Findings."
  - C. **Overpayments:** If it is determined by the County, or during the course of the required audit, that the Contractor has been paid unallowable costs under this Contract, the County may require the Contractor to reimburse the County in accordance with appropriate applicable Circulars.
27. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection,

Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.

28. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
29. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 27 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.
30. **Termination**
  - A. Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on Page 1. If the Contractor fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the immediate termination of this Agreement.
  - B. If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.
31. **Title to Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Contract shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Contract shall pass to and vest in the County. The Contractor shall take reasonable steps to protect and maintain all the County property in its possession against loss or damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.
32. **Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or

the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

33. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.
34. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed as follows:

**Contractor:** Gregory Cobb, Chief  
City of Union Gap  
1800 Rainier Place  
Union Gap, WA 98903

**County:** Brian Winter, Sheriff  
Yakima County Sheriff's Office  
P O Box 1388  
Yakima, WA 98907

\*\*\*\*\*

**SCOPE OF WORK**

The purpose of the Yakima County HIDTA Task Force Program is to enhance and coordinate drug-control efforts among local, state, and Federal law enforcement agencies in order to eliminate or reduce drug trafficking and its harmful consequences in the Northwest HIDTA region.

The contractor will implement the Yakima County HIDTA Task Force Program as specified in the Sheriff's grant agreement for 2018's Yakima County HIDTA Task Force Program funding, and in compliance with the Assurances and Certifications made in conjunction with that application.

As a member of the Law Enforcement Against Drugs (L.E.A.D.) Narcotics Gang Task Force, the Contractor will provide the Task Force with:

- A minimum of one (1) commissioned officer whose overtime for HIDTA specific cases is grant eligible costs.



**EXHIBIT B**

**BUDGET**

City of Union Gap

Program Year: January 1, 2018 – December 31, 2019

Budget Detail:

Description	Amount
Overtime	\$ 18,344.00
Total	\$ 18,344.00

Please submit monthly bills within the month following service delivery with back-up documentation to:

**Yakima County Sheriff's Office**  
**Attn: Marsha Graf**  
**P O Box 1388**  
**Yakima, WA 98907**

\* BUDGET LINE ITEM ADJUSTMENTS: The Contractor may request that the budget be adjusted up to 5% of the total annual contract amount between line items of cost based on written request from the contractor and written approval from the County. Adjustments must be within existing line items in the contract for items already deemed necessary to the project.

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>* APPLICANT'S ORGANIZATION</b>	
<input style="width: 100%;" type="text" value="City of Union Gap Police Department"/>	
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Prefix: <input style="width: 100px;" type="text"/>	* First Name: <input style="width: 200px;" type="text"/> Middle Name: <input style="width: 150px;" type="text"/>
* Last Name: <input style="width: 300px;" type="text"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 250px;" type="text"/>	
<b>* SIGNATURE:</b> <input style="width: 250px; height: 30px;" type="text"/>	<b>* DATE:</b> <input style="width: 80px; height: 20px;" type="text"/>

### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  	TITLE  
APPLICANT ORGANIZATION City of Union Gap Police Department	DATE SUBMITTED  

# ACTION ITEMS

Last Updated: 8/22/2018

ACTION ITEM	RANK	PRIORITY	ASSIGNED	DUE	DONE	STATUS	NOTES
Valley Mall Grind & Overlay	5	HIGH				50%	Had meeting w/HLA on 6/19/2018. emailed terry 6/21/18 calulated 200.yd3 of asohalt millines.
Clear River Short Plat Improvements	3	HIGH				25%	Look at south ramp. Verify ADA compliance.
Main Street Reconstruction Phase 1	4	HIGH				50%	Emailed Stephen curbing detail to be used on Athanum and Main St.
Reprogarm Dialer @ Master Lift Station	4	HIGH				Not Started	
Leisure Hill Floodplain Elevation -- Nathan -- Pump Tech 509-793-6289		HIGH				50%	Received quote on 6/26/2018. Review, call Nathan and talk to Dennis about it.
TIP to RTPO	4	LOW				100%	Submitted to MPO.
Columbia Fruit	4	LOW				25%	Will meet with CVF this Wednesday 6/27/18.
Borton Booster Station	4	LOW				100%	Having our final training on 6/15/2018 @ 8:30am. Check where flow meter is at Borton.
Asset Management	4	LOW				25%	
Landstar NW On-Site Commercial Lot		LOW				5%	
Power On Samantha Ct.		LOW				Not Started	
Mare's Pasture Video		LOW				25%	
Dampntner		LOW				75%	Ordered dampntner last week 6/14/2018.
Eliza -- Wastewater Funding Need Survey -- 360-407-7489		LOW				75%	Called her. Left her a voice mail w/email address.
14th St		LOW				25%	
Thomas -- Frontier Precisions -- GPS Unit 206-641-4140		LOW				15%	Talked to Thomas will send proposal 6/26/2018.
Master Lift Station Data	4	MEDIUM				Not Started	Ask Torin to provide flow and pressure data.
Hydrant Maintenance Program	4	MEDIUM				35%	Propose to create work orders instead of providing list.
Light on Civic Campus	4	MEDIUM				25%	Per Dennis. PP&L will relocate pole.
MLK School Sidewalk & Safety	4	MEDIUM				50%	Locate back of sidewalk so that crew can relocate meter box.
Well No. 2 Water Rights Transfer	4	MEDIUM				50%	Call Gary on 6/26/2018. Voicemail full. Will call again.
7'000 12" Wetwell to Gap Auto Parts	4	MEDIUM				50%	
Leisure Hill Lift Station Update	4	MEDIUM					Will drain wetwell on 06/29/2018. Meet Torin at 8:00 at lift station.
Rock Avenue Cheap Fill From Valley Mall Blvd. Grind and Overlay	4	MEDIUM				Not Started	21' wide grindings, 3' graveled shoulders, 2% sloping east. ~200vd3 of asohalt millines.
Traffic Count Locations		MEDIUM				25%	Will install counters July 17. Might need a couple guys to do traffic control.
Skate Park Sidewalk		MEDIUM				75%	

ACTION ITEM	RANK	PRIORITY	ASSIGNED	DUE	DONE	STATUS	NOTES
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**DOMESTIC CANNABIS ERADICATION/SUPPRESSION  
FACE SHEET**

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBGRANTEE <input type="checkbox"/> VENDOR		CONTRACT NUMBER: K14033
1. SUBRECIPIENT NAME/ADDRESS:  Name, Title Agency City of Union Gap Address 1800 Rainier Place Union Gap, WA 98903	2. ORIGINAL CONTRACT AMOUNT: \$5,000.00	5. PREVIOUS CONTRACT AMOUNT:
	3. CASH MATCH REQUIREMENT: \$0	6. MODIFICATION AMOUNT:
	4. TOTAL CONTRACT AMOUNT: \$5,000.00	7. NEW TOTAL CONTRACT AMOUNT:
8. SUBRECIPIENT CONTACT INFO:  Name Gregory Cobb, Chief Phone: Fax:	9. COUNTY PROGRAM CONTACT INFO: Brian Winter, Sheriff Yakima County Sheriff's Office P O Box 1388 Yakima, WA 98907	10. COUNTY FISCAL CONTACT INFO: Marsha Graf Yakima County Sheriff's Office P O Box 1388 Yakima, WA 98907
11. CONTRACT START DATE: July 1, 2018	12. CONTRACT END DATE: September 30, 2018	
13. FUNDING AUTHORITY: US Department of Drug Enforcement		
14. CFDA NUMBERS(s): n/a	15. CFDA TITLE(S):	
16. PURPOSE: To provide local governments funds for the locating and eradication of illicit cannabis plants		
EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference:  <input checked="" type="checkbox"/> Exhibits (specify): EXHIBIT A – Scope of Work EXHIBIT B – Budget EXHIBIT C – Certifications		
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.		
CONTRACTOR	BOARD OF YAKIMA COUNTY COMMISSIONERS	
_____ Name, Title	_____ Ron Anderson, Chairman	
_____ Date	_____ Michael D Leita, Commissioner	
Attest:	_____ J Rand Elliott Commissioner Constituting the Board of County Commissioners for Yakima County, Washington	
_____ Rachel Michael, Clerk of the Board	_____ Deputy Prosecuting Attorney	

## GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
  - A. "Contract" The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this "contract", the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Conditions including any Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
  - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
  - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - D. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
  - E. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - F. "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
  - G. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - H. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
  - I. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
3. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
4. **Billing Limitations:** Contractor shall maintain a written record of expenses and submit monthly invoices detailing expenses for reimbursement to: Yakima County Sheriff's Office P O Box 1388 Yakima, WA 98907. The County shall pay the Contractor within 45 days after receiving an invoice and proper supporting documentation. All billings must be received no later than September 30, 2018 to be considered for payment or as required by the funding agency, or funding source, whichever is shorter.

The decision to approve or deny payment of claims for services submitted after more than 60 days shall rest solely with the Sheriff and the Sheriff's decision shall be final and not capable of right to appeal.



5. **Circulars** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the information.
8. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principles and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principles or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
9. **Disputes:** A Dispute Board shall determine disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.
10. **Documentation for Reimbursement Requests:** At the Contractor's first request for reimbursement, Yakima County Financial Services will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract.
11. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
12. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
13. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

14. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
15. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
16. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.
17. **Insurance:**
  - A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.
  - B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.
18. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:
  - A. Document performance of all acts required by law, regulation, or this Contract;

- B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
  - C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
19. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.
- The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
20. **Order of Precedence:** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- A. Applicable federal and State of Washington statutes and regulations;
  - B. Special Terms and Conditions of this Contract;
  - C. This Contract.
21. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
22. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
23. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
24. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Sheriff or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the

respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.

25. **Subrecipients:**

- A. **General:** If the Contractor is a subrecipient of federal awards as defined by Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200) and this Contract, the Contractor shall:
- I. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
  - II. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
  - III. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
  - IV. Incorporate OMS Circular 2 CFR 200 audit requirements into all agreements between the Contractor and its Subrecipients who are subrecipients;
  - V. Comply with any future amendments to 2 CFR 200 and any successor regulation;
  - VI. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39. (See [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr) for additional information and access to the aforementioned Federal laws and regulations.)
- B. **Single Audit Act Compliance:** If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- I. Submit to the County contact person, listed on the first page of this Contract, the data collection form and reporting package specified in 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
  - II. Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR 200, and prepare a "Summary Schedule of Prior Audit Findings."
- C. **Overpayments:** If it is determined by the County, or during the course of the required audit, that the Contractor has been paid unallowable costs under this Contract, the County may require the Contractor to reimburse the County in accordance with 2 CFR 200.

26. **FFATA/DATA Act Compliance:** Each applicant is required to (i) Be registered in the System for Award Management (SAM) before submitting its application; (ii) provide a valid DUNS number in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award.

27. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, and Termination for Default, Termination Procedure, and Title to Property.
28. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
29. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 28 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.
30. **Termination:**
- A. Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on Page 1.
  - B. If the Contractor fails to comply with the terms and conditions of this Agreement, the County may terminate this Agreement immediately upon written notice sent by certified mail to the Contractor, and the County may pursue such remedies as are legally available.
  - C. If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.
31. **Title to Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Contract shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Contract shall pass to and vest in the County. The Contractor shall take reasonable steps to protect and maintain all the County property in its possession against loss or damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.
32. **Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property.
- The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).
33. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.

34. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed as follows:

**Contractor:** Gregory Cobb, Chief  
City of Union Gap  
1800 Rainier Place  
Union Gap, WA 98903

**County:** Brian Winter, Sheriff  
Yakima County Sheriff's Office  
P O Box 1388  
Yakima, WA 98903

\*\*\*\*\*

**SCOPE OF WORK**

**Purpose:** There is evidence that trafficking in controlled substances exists and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Washington. The purpose of this Agreement is to provide funding to local law enforcement agencies to support the locating and eradication of illicit cannabis plants, and the investigation and prosecution of cases involving controlled substances before state and federal courts in the State of Washington.

The contractor will implement the Yakima County Domestic Cannabis Eradication Task Force Program as specified in the Sheriff's grant agreement for 2018's Yakima County Domestic Cannabis Eradication Program funding, and in compliance with the Assurances and Certifications made in conjunction with that application.

As a member of the Law Enforcement Against Drugs (L.E.A.D.) Narcotics Gang Task Force, the Contractor will provide the Task Force with:

- A minimum of one (1) commissioned officer whose overtime for domestic cannabis eradication specific cases is grant eligible costs.

**EXHIBIT B**

**BUDGET**

City of Union Gap

Program Year: July 1, 2018 – September 30, 2018

Budget Detail:

Description	Amount
Overtime	\$ 5,000.00
Total	\$ 5,000.00

**Allowable Costs:**

1. Law enforcement officer(s) overtime salaries during the time they are engaged in activities directly supporting the program. Fringe benefits associated with overtime salaries are no longer allowable.
2. The Public Agency shall expend all agreement funds no later than September 30, 2018.

Please submit monthly bills within the month following service delivery with back-up documentation to:

**Yakima County Sheriff's Office**  
**Attn: Marsha Graf**  
**P O Box 1388**  
**Yakima, WA 98907**





U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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 antitrust 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-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

City of Union Gap

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Project: DCE/SP 2018

4. Typed Name and Title of Authorized Representative

Gregory Cobb, Chief

5. Signature

6. Date

# CONSENT AGENDA

**UNION GAP CITY COUNCIL REGULAR MEETING**  
**UNION GAP COUNCIL CHAMBERS**  
**Union Gap, Washington**  
**August 13, 2018 Regular Meeting**  
**MINUTES**

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

Council Members Present Council Members Hodkinson, Murr, Butler, Matson, Schilling, and Dailey were present.

Staff Present City Manager Fisher, City Attorney Bronson, Finance and Administration Director Clifton, Deputy Clerk Treasurer Bisconer, Public Works/Community Development Director Henne, Civil Engineer Dominguez, Fire Chief Markham.

Audience Present See attached list.

Pledge of Allegiance Mayor Wentz led the pledge of allegiance.

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

Regular Council Meeting Minutes dated July 23, 2018 as attached to the Agenda and maintained in electronic format.

Payroll Vouchers – EFT’s and Voucher Nos. 97550 through 97559 for July, 2018, in the amount of \$402,671.80

Claims Vouchers – EFT’s and Voucher Nos. 97549 and 97560 through 97673 for August 13, 2018, in the amount of \$1,741,419.29.

Petty Cash Vouchers – Voucher No. 1883 for the month of July, 2018, in the amount of \$387.00

Motion carried unanimously.

Items from the Audience None.

General Items

Public Hearing

Franchise Agreement with Charter Communications Mayor Wentz opened a public meeting in regards to a Franchise Agreement with Charter Communications. Public Works/Community

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – August 13, 2018*

Development Director Henne gave an overview. With no written or oral testimony Mayor Wentz closed the public meeting at 6:03.

Public Works &  
Community Development

Ordinance No. – 2948 –  
Franchise Agreement with  
Charter Communications

Motion by Council Member Hodkinson, second by Deputy Mayor Matson to adopt Ordinance No. 2948 granting a 10-year cable communications system franchise to Falcon Video Communications, LP, locally known as Charter Communications. With Council Member Murr abstaining, motion carried unanimously.

Resolution No. – 18-37 –  
Pacific Power Wattsmart  
Incentive Offer; Streetlight  
Conversion

Motion by Deputy Mayor Matson, second by Council Member Murr to approve Resolution No. 18-37 authorizing the City Manager to sign an incentive offer with Pacific Power relating to the wattsmart incentive program for the LED Streetlight Conversion project and Resolution No. 18-38 authorizing the City Manager to sign agreement #S-E-181(002)-1 between the Washington State Transportation Improvement Board and the City of Union Gap relating to Fuel Tax Grant funds for the LED Lighting Conversion project. Motion carried unanimously.

Resolution No. – 18-38 –  
TIB Relight Washington  
Grant Agreement #S-E-  
181(002)-1; Streetlight  
Conversion

City Manager

Ordinance No. – 2949 –  
Executive Assistant/Deputy  
City Clerk/Public Records  
Officer and Accounts  
Payable Position

Motion by Council Member Hodkinson, second by Council Member Murr to adopt Ordinance No. 2949 creating a new position of Executive Assistant/Deputy City Clerk/Public Records Officer/Accounts Payable, and establishing the job description for the position. Motion carried unanimously.

Resolution No. – 18-39 –  
NextRequest Public Record  
Software

Motion by Deputy Mayor Matson, second by Council Member Murr to approve Resolution No. 18-39 authorizing the City Manager to negotiate a contract with NextRequest for a public record software program. Motion carried unanimously.

Resolution No. - 18-40 –  
STEM Program Contract

Motion by Council Member Hodkinson, second by Council Member Murr to approve Resolution No. 18-40 authorizing the City Manager to sign an agreement with Union Gap School District to run a Science, Technology, Engineering and Math (STEM) afterschool program. Motion carried unanimously.

Items from the Audience

None.

City Manager Report

City Manager, Fisher stated that the Summer Camp Program ended last Friday and estimated a daily attendance of 90 to 100 kids; Fisher dispersed

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – August 13, 2018*

copies and read aloud a letter received from one of the Summer Camp Program attendees who requested continued funding for the program; The next regular scheduled committee meeting will be held in the Council chambers of the newly built Civic Campus; Employees are anticipated to move into the Civic Campus this week and will be expecting to serve the citizens at the new location as of August 20, 2018. The Police department will move the following week; Fisher has been appointed to the executive board of Leadership Yakima and Rod's House; Chief Cobb recently served on a project with Lead Task Force; National Night Out had approximately 640 attendees; The City of Union Gap received the second highest votes submitted by drop box in Yakima County.

Communications/Questions/  
Comments None.

Development of Next  
Agenda None.

Recess to 15 – Minutes  
Executive Session At 6:28 Mayor Wentz announced recess to 40 Minutes executive Session after allowing seven minutes to clear the room, to discuss litigation, pursuant to RCW 42.30.110(c). Mayor Wentz, Council Members, City Attorney Bronson, City Manager Fisher, Finance and Administration Director Clifton, Public Works/Community Development Director Henne, and Attorney Ken Harper attended.

Adjournment of Meeting Mayor Wentz reconvened and adjourned the meeting at 7:15 p.m.

ATTEST:

\_\_\_\_\_  
Arlene Fisher-Maurer, City Manager

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





## City Council Communication

**Meeting Date:** August 27, 2018  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Claim Vouchers – August 27 2018

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**SYNOPSIS:** Claim Vouchers Dated August 27, 2018

**RECOMMENDATION:** Request Council to approve EFTs and Voucher No. 97674 through Voucher Nos. 97760 in the amount of \$1,476,666.38.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

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



# WARRANT/CHECK REGISTER

CITY OF UNION GAP  
MCAG #: 0853

01/01/2018 To: 08/31/2018

Time: 08:24:40 Date: 09/11/2018

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4835	07/23/2018	Claims	2	EFT	WA STATE DEPT OF REVENUE	13,887.54	EXCISE TAX - 06/2018
4837	07/09/2018	Claims	2	EFT	WA STATE DEPT OF REVENUE	128.40	LEASEHOLD EXCISE TAX - 2ND QTR 2018
4838	07/12/2018	Claims	2	EFT	US BANK INVESTING	1,002,348.28	2018 INVESTMENT
4960	08/27/2018	Claims	2	EFT	US BANK CARDMEMBER SVC	5,486.32	DRIVING RECORD - ALLAN; AWC WEBINAR - JANUS V. AFSCME; CARD #0469; CRD MICRO SD UI; CITY HALL MOVING BOXES; SUPPLIES/FOOD FOR SUMMER CAMP; COLLAR/LEAD; MICROSOFT 365 - 06/19 - 07/18/18; WAPRO-MEMBERSH
4963	08/27/2018	Claims	2	EFT	CENTURY LINK - LD	19.18	CH LONG DISTANCE-07/04/2018-08/03/2018
4964	08/27/2018	Claims	2	EFT	CENTURY LINK	391.81	AG MUSEUM-08/2018; BOOSTER PUMP STATION-08/2018; CH FAX-08/2018; FIRE DEPT.-8/2018; SENIOR CENTER-8/2018
4965	08/27/2018	Claims	2	EFT	OFFICE DEPOT-CITY HALL	445.50	CLIPBOARD & BANKERS BOXES; PLAN BOXES; BANKERS BOXES; BANKERS BOXES & BINDERS; BANKERS BOXES; BANKERS BOXES
4834	06/30/2018	Claims	2	97674	WA STATE DEPT OF REVENUE		EXCISE TAX - 06/2018 - Voided
4966	08/27/2018	Claims	2	97675	ARECELI ACEVEDO	300.00	CLEANING DEPOSIT REFUND
4967	08/27/2018	Claims	2	97676	AMERIGAS	58.21	PROPANE; STREETS
4968	08/27/2018	Claims	2	97677	ATLAS STAFFING INC	4,195.20	SEASONAL PARKS; WEEK ENDING 07.29.18; SEASONAL PARKS; WEEK ENDING 08.05.18; SEASONAL PARKS; WEEK ENDING 08.12.18
4969	08/27/2018	Claims	2	97678	BASIN DISPOSAL OF YAKIMA LLC	60.00	FIRE STATION & CITY HALL - YRD CARDBOARD CONTAINER
4970	08/27/2018	Claims	2	97679	BROADVIEW APPRAISAL INC	1,500.00	EASEMENT CONSULTING ASSIGNMENT
4971	08/27/2018	Claims	2	97680	BURROWS TRACTOR COMPANY	202.30	B-SEC BELT
4972	08/27/2018	Claims	2	97681	BUSTOS MEDIA	315.00	UNION GAP TRANSIT RADIO AD-07/2018
4973	08/27/2018	Claims	2	97682	CASCADE ANALYTICAL INC	2,073.64	WW & WA SAMPLING
4974	08/27/2018	Claims	2	97683	CASCADE NATURAL GAS CORP	184.64	4401 MAIN STREET-07/04/2018-08/06/2018 ; CH / FD - 07/04/2018-08/06/2018 & CIVIC CENTER-07/23/2018-08/06/2018
4975	08/27/2018	Claims	2	97684	CASCADE VALLEY LUBE	36.96	#1016 BASIC SERVICE

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4976	08/27/2018	Claims	2	97685	DAWNA CATER	328.00	CLEANING DEPOSIT REFUND & ALCOHOL PERMIT
4977	08/27/2018	Claims	2	97686	CENTRAL PRE-MIX CONCRETE CO.	1,480.68	TOP COURSE; DRAIN ROCK; CONCRETE
4978	08/27/2018	Claims	2	97687	CENTRAL WA AG MUSEUM	1,915.00	AG MUSEUM COORDINATOR-07/2018; 2018 OTD SPONSORSHIP; AG MUSEUM COORDINATORS-07/2018
4979	08/27/2018	Claims	2	97688	CINTAS CORP #605	432.60	SR CENTER MOP & MAT SVC; CITY HALL MAT SVC
4980	08/27/2018	Claims	2	97689	CITY OF YAKIMA	80,299.77	WHOLESALE SEWER; 3 PARTY AGREEMENT JULY 2018
4981	08/27/2018	Claims	2	97690	CLASSIC PRINTING INC	382.75	UB STATEMENTS-07/2018; SECURITY WINDOW-UTILITIES
4982	08/27/2018	Claims	2	97691	COLEMAN OIL COMPANY	4,046.09	PW/ CED FUEL- 07/18; FUEL; 07.31.18
4983	08/27/2018	Claims	2	97692	CORE & MAIN LP	8,231.21	METER ANTENNA ASSEMBLY
4984	08/27/2018	Claims	2	97693	CHRIS DAHL	15.78	VACTOR TO REPAIR SHOP
4985	08/27/2018	Claims	2	97694	OTTO DELEON	300.00	CLEANING DEPOSIT REFUND
4986	08/27/2018	Claims	2	97695	TORIN M DELVO	35.16	P.U. VACTOR FROM REPAIR SHOP & VACTOR TO REPAIR SHOP
4987	08/27/2018	Claims	2	97696	DEXYP	206.05	PARK AD-08/01/2018-08/31/2018
4988	08/27/2018	Claims	2	97697	EXPRESS SERVICES INC	751.60	CH RECEPTIONIST-WK-08/05/201 8
4989	08/27/2018	Claims	2	97698	MICAELA FERNANDEZ	300.00	CLEANING DEPOSIT REFUND
4990	08/27/2018	Claims	2	97699	FRANK'S TIRE FACTORY	141.61	TIRES; PASS FLAT OFF
4991	08/27/2018	Claims	2	97700	FREIGHTLINER NORTHWEST	2,707.54	#2006 SERVICE, REPAIRS & INSPECTION
4992	08/27/2018	Claims	2	97701	FUTURELINK COMMUNICATIONS	17,733.81	CIVIC CENTER TELEPHONE SYSTEM
4993	08/27/2018	Claims	2	97702	G.S. LONG CO., INC.	590.28	ROW SPRAY
4994	08/27/2018	Claims	2	97703	GAP AUTO PARTS - PW	34.60	T-20 STARDRIVER, 80-90 QUARTS, LAMP, CREDIT/RETURN; COLOR TERRY
4995	08/27/2018	Claims	2	97704	GENE WEINMANN CONSULTING	105.94	CDBG REHAB COORDINATOR & POSTAGE-08/2018
4996	08/27/2018	Claims	2	97705	GN NORTHERN, INC	1,700.00	PROFESSIONAL TESTING @ CIVIC CAMPUS
4997	08/27/2018	Claims	2	97706	GRANITE CONSTRUCTION CO	9,344.01	PROG EST 5 & FINAL: VMB GOODMAN RD TRAFFIC SIGNAL CMAQ
4998	08/27/2018	Claims	2	97707	GRANT J HUNT CO	1,750.00	DESIGN & MARKETING-07/2018
4999	08/27/2018	Claims	2	97708	GREATER YAKIMA	800.00	MEMBERSHIP DUES-TIERED SYSTEM

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5000	08/27/2018	Claims	2	97709	H.D. FOWLER COMPANY	7,401.94	CREDIT, ADAPTER WITH CAP & CABLE, HYDRANT BUSHINGS METER BOX; IP SADDLE ROMAC STRAP WITH NUTS; ROTOR WITH RAPID SET; METER BOX WITH MOUSE HOLES
5001	08/27/2018	Claims	2	97710	HARRIS OFFICE EQUIPMENT	8,946.57	OFFICE CHAIR FOR NEW CIVIC COMPLEX; OFFICE CHAIR FOR NEW CIVIC COMPLEX; CIVIC CENTER FLAG STANDS
5002	08/27/2018	Claims	2	97711	HLA ENGINEERING & LAND SURVEYING INC	50,372.29	PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES THRU 07.31.18
5003	08/27/2018	Claims	2	97712	INDEPENDENT WATER SERVICE INC	30.05	WATER SVC-07/02/2018 & 07/17/2018
5004	08/27/2018	Claims	2	97713	INTERSTATE BATTERIES	131.95	#1021 BATTERY
5005	08/27/2018	Claims	2	97714	KELLER SUPPLY CO	31.62	ARROW BREAKER SILLCOCK, HANDLE REPAIR KIT
5006	08/27/2018	Claims	2	97715	LAW OFFICES OF MARGITA DORNAY	10,000.00	PROSECUTING ATTORNEY-08/2018
5007	08/27/2018	Claims	2	97716	LIGHTNING GRAPHICS	232.63	BUILDING INSPECTION CARDS
5008	08/27/2018	Claims	2	97717	LOWES COMPANY INC	443.60	STOP RUST, BAGS, RAGS, CLOROX BROOM WIPES FLANGE WEDG GALV PIP; COUPLING LINE; CONTRACTOR BAGS; WALL CHARGER & CAR CHARGER; HOSE BIB; BALL VALVE, LYSOL WIPES; ZINC PLATE; HOOKS; BALL VALVE; ENERGIZER;
5009	08/27/2018	Claims	2	97718	BRENDA MARTINEZ	300.00	CLEANING DEPOSIT REFUND
5010	08/27/2018	Claims	2	97719	STACE J MCKINLEY	44.81	EMPLOYEE REIMBURSEMENT-WATER/ICE FOR NATIONAL NIGHT OUT.
5011	08/27/2018	Claims	2	97720	ASHLEY MENDOZA	20.42	Refund Utility Deposit
5012	08/27/2018	Claims	2	97721	MENKE JACKSON BEYER LLP	600.50	PRR SUIT-T.H.
5013	08/27/2018	Claims	2	97722	MENKE JACKSON BEYER LLP	3,490.50	GILLILAND-07/2018
5014	08/27/2018	Claims	2	97723	MORTONS SUPPLY	37.90	JULY FINANCE CHARGE; PIPE TEE UNION; PLUG DRILL BIT EPOXY WELD STICK PIPE TAP
5015	08/27/2018	Claims	2	97724	ROBERT R NORTHCOTT	580.00	PUBLIC DEFENDER-08/13/2018-08/20/2018
5016	08/27/2018	Claims	2	97725	SERGIO E OCHOA	180.00	RENEW CDL LICENSE-2018
5017	08/27/2018	Claims	2	97726	OFFICE SOLUTIONS NORTHWEST	72.15	PERFRTED PAPER; FLAGS, SIGN HERE

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5018	08/27/2018	Claims	2	97727	OWEN EQUIPMENT CO	8,736.22	SEWER VACTOR INSPECTION AND REPAIRS
5019	08/27/2018	Claims	2	97728	PACIFIC POWER	20,065.98	AREA LIGHTS;STREETS;TRAFFIC;LIFT STATION; WELLS-07/2018; CH / FD - 07/2018; AG MUSEUM-07/2018; CIVIC CENTER-08/2018; STREETS-07/2018
5020	08/27/2018	Claims	2	97729	PETTY CASH	27.05	MISC RECEIPTS - 08/2018
5021	08/27/2018	Claims	2	97730	PRECISION METAL WORKS LLC	2,935.26	HAND RAIL FOR SKATE PARK LANDING
5022	08/27/2018	Claims	2	97731	PROTECTION ONE	26.38	SERVICES 08.01.18 THRU 08.23.18
5023	08/27/2018	Claims	2	97732	REPUBLIC PUBLISHING CO	419.89	NTC OF CANCEL CIVIL MEETING; 2019 LTAC FUNDING REQUEST; SUMMARY OF ORD#2948;2949
5024	08/27/2018	Claims	2	97733	SAFEGUARD	51.92	ENDORSEMENT STAMP-PUBLIC WORKS
5025	08/27/2018	Claims	2	97734	SHERWIN-WILLIAMS COMPANY	123.04	PAINT; PICNIC GREEN
5026	08/27/2018	Claims	2	97735	SMITTY'S OUTDOOR POWER EQUIPMENT INC	439.69	25" BAR, CHAIN LOOP; CHAIN LOOP EXCHANGE; STARTER, BAR, HOLES, CHAIR LOOP, AIR FILTER, CHAIN LOOP
5027	08/27/2018	Claims	2	97736	MICHAEL STILLWAUGH	100.00	BOOT REIMBURSEMENT
5028	08/27/2018	Claims	2	97737	SUPPLYWORKS	1,115.97	JANITORIAL SUPPLIES; CIVIC CAMPUS; JANITORIAL SUPPLIES
5029	08/27/2018	Claims	2	97738	T & M HEATING & REFRIGERATION, INC.	189.18	SVC BARN
5030	08/27/2018	Claims	2	97739	THE ENTERTAINER	375.00	PIONEER POWER SHOW AD
5031	08/27/2018	Claims	2	97740	THE ROTARY CLUB OF YAKIMA	310.00	DUES/MEALS - 07/18 - 09/18
5032	08/27/2018	Claims	2	97741	TRUE LAW GROUP, PS	2,550.00	PUBLIC DEFENDER
5033	08/27/2018	Claims	2	97742	U.S. LINEN & UNIFORM	547.00	UNIFORM SERVICE; 07/09/18, 07/16/18, 07/23/18; UNIFORM SERVICE 080618
5034	08/27/2018	Claims	2	97743	UNION GAP WATER FUND & SEWER	1,521.59	AG MUSEUM - 07/2018
5035	08/27/2018	Claims	2	97744	UNION GAP	64.00	SUMMER YOUTH SWIM TICKETS
5036	08/27/2018	Claims	2	97745	UNITED STATES POSTMASTER	768.07	UB POSTAGE-08/2018
5037	08/27/2018	Claims	2	97746	HORTENCIA VILLEGAS	300.00	CLEANING DEPOSITE REFUND
5038	08/27/2018	Claims	2	97747	WA STATE DEPT OF TRANSPORTATION	449.24	MANUFACTURE AND SHIP SIGNS
5039	08/27/2018	Claims	2	97748	WA STATE TREASURER	13,446.45	CJRS-07/2018
5040	08/27/2018	Claims	2	97749	WESTERN OFFICE	132,637.34	BLDG DEPT CUBICLE CHANGES; CIVIC COMPLEX FURNITURE

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5041	08/27/2018	Claims	2	97750	WESTERN SYSTEMS, INC	424.75	QUOTE #SMS 0512 (03.06.18) ASTRO-BRAC (STELLAR) MAST ARM WIND DAMPENER ASSY, BAND MOUNT, ALUM
5042	08/27/2018	Claims	2	97751	YAKIMA CITY TREASURER	1,079.84	SPRING/SUMMER & FALL 2018 TRANSIT ADVERTISING
5043	08/27/2018	Claims	2	97752	YAKIMA CO DISTRICT COURT	18,915.83	MUNICIPAL COURT OPERATIONS-08/2018
5044	08/27/2018	Claims	2	97753	YAKIMA CO DISTRICT COURT	5,031.25	PROBATION SERVICES - 2ND QUATER
5045	08/27/2018	Claims	2	97754	YAKIMA CO FINANCIAL SERVICES	427.77	1ST QTR LIQUOR PROFITS
5046	08/27/2018	Claims	2	97755	YAKIMA CO PUBLIC SERVICES	407.70	GARBAGE
5047	08/27/2018	Claims	2	97756	YAKIMA CO TREAS PROSECUTING	209.38	CVC-07/2018
5048	08/27/2018	Claims	2	97757	YAKIMA COOPERATIVE ASSN	1,156.19	JANITOR FUEL-07/2018 & CITY HALL DIESEL DYED NEW GENERATOR; #2 DIESEL DYED; YOUTH PARK
5049	08/27/2018	Claims	2	97758	YAKIMA VALLEY CONFERENCE	1,009.65	TECHNICAL ASSISTANCE CONTRACT-07/2018
5050	08/27/2018	Claims	2	97759	YAKIMA VALLEY PUBLISHING INC	570.00	VALLEY MALL SPOTLIGHT AD
5051	08/27/2018	Claims	2	97760	YAKIMA VALLEY TOURISM	12,052.36	OREGONIAN MEDIA GROUP-5/18;FARM COLLECTOR MAG-6/18;NORTHWEST TRAVEL-JULY/AUG;AAA WA JOURNEY-JULY/AUG;FACEB OOK-JUNE;FARM COLLECTOR-7/18;1889 MAG-AUG/SEP 18
001 Current Expense Fund						1,089,131.44	
101 Street Fund						22,398.19	
106 Parks & Recreation Fund						2,935.26	
107 Convention Center Reserve Fund						4,098.21	
108 Tourism Promotion Area Fund						12,873.45	
116 City Hall Building Reserve Fund						152,071.15	
121 Street Development Reserve Fund						13,909.26	
124 Infrastructure Reserve Fund						297.16	
125 Development Mitigation Reserve Fund						9,344.01	
128 Transit System Fund						2,477.48	
130 Community Policing Fund						1,143.42	
133 Marijuana Excise Tax Fund						64.00	
170 Housing Rehabilitation Fund						105.94	
304 VMB Improvement Fund						29,776.69	
401 Water Fund						26,237.21	
402 Garbage Fund						7,982.38	
403 Sewer Fund						98,851.37	
404 Water Improvement Reserve						2,949.34	
414 Water Deposits						20.42	

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					<hr/>	Claims: 1,476,666.38
					1,476,666.38	

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4835	07/23/2018	Claims	2	EFT	WA STATE DEPT OF REVENUE	13,887.54	EXCISE TAX - 06/2018
					001 - 511 60 53 00 - EXTERNAL TAXES	67.28	
					001 - 524 20 53 00 - EXTERNAL TAXES	128.03	
					401 - 534 50 53 00 - EXTERNAL TAXES	4,304.04	
					403 - 535 50 53 00 - EXTERNAL TAXES	2,956.30	
					402 - 537 50 53 00 - EXTERNAL TAXES	5,533.80	
					001 - 576 80 53 00 - EXTERNAL TAXES	898.09	
4837	07/09/2018	Claims	2	EFT	WA STATE DEPT OF REVENUE	128.40	LEASEHOLD EXCISE TAX - 2ND QTR 2018
					001 - 576 80 53 00 - EXTERNAL TAXES	128.40	
4838	07/12/2018	Claims	2	EFT	US BANK INVESTING	1,002,348.28	2018 INVESTMENT
					001 - 589 40 00 01 - OTHER NON-EXPENIDTUR	1,002,348.28	
4960	08/27/2018	Claims	2	EFT	US BANK CARDMEMBER SVC	5,486.32	DRIVING RECORD - ALLAN; AWC WEBINAR - JANUS V. AFSCME; CARD #0469; CRD MICRO SD UI; CITY HALL MOVING BOXES; SUPPLIES/FOOD FOR SUMMER CAMP; COLLAR/LEAD; MICROSOFT 365 - 06/19 - 07/18/18; WAPRO-MEMBERSH
					001 - 511 60 31 01 - SUPPLIES	218.23	
					001 - 511 60 31 01 - SUPPLIES	74.31	
					001 - 511 60 49 00 - MISCELLANEOUS	8.93	
					001 - 513 10 31 00 - SUPPLIES	218.23	
					001 - 513 10 31 00 - SUPPLIES	74.31	
					001 - 514 23 31 00 - SUPPLIES		
					001 - 514 23 31 00 - SUPPLIES	218.23	
					001 - 514 23 31 00 - SUPPLIES	74.32	
					001 - 514 23 44 00 - ADVERTISING	25.00	
					001 - 514 23 44 00 - ADVERTISING	7.50	
					001 - 514 23 49 00 - MISCELLANEOUS	25.00	
					001 - 514 30 31 00 - SUPPLIES	218.23	
					001 - 514 30 31 00 - SUPPLIES	74.31	
					001 - 514 30 44 00 - ADVERTISING	25.00	
					001 - 514 30 44 00 - ADVERTISING	7.50	
					001 - 514 30 49 00 - MISCELLANEOUS	13.00	
					001 - 514 30 49 00 - MISCELLANEOUS	25.00	
					001 - 518 20 31 00 - SUPPLIES	86.34	
					001 - 518 20 45 00 - OPERATING LEASES	432.80	
					001 - 521 10 31 00 - PD ADMIN SUPPLIES	218.23	
					001 - 521 10 31 00 - PD ADMIN SUPPLIES	74.32	
					001 - 521 10 49 00 - PD ADMIN MISCELLANEOU	216.40	
					001 - 521 10 49 00 - PD ADMIN MISCELLANEOU	7.90	
					001 - 521 21 31 00 - INVESTIGATION SUPPLIES	9.71	
					001 - 521 21 31 00 - INVESTIGATION SUPPLIES	13.72	
					001 - 521 22 31 00 - PATROL SUPPLIES	167.35	
					001 - 521 22 31 00 - PATROL SUPPLIES	218.23	
					130 - 521 30 31 30 - SUPPLIES	288.66	
					130 - 521 30 31 30 - SUPPLIES	237.50	
					130 - 521 30 31 30 - SUPPLIES	136.67	
					130 - 521 30 31 30 - SUPPLIES	480.59	
					001 - 521 40 49 00 - PD TRAINING MISCELLAN	250.00	
					001 - 521 40 49 00 - PD TRAINING MISCELLAN	189.00	
					001 - 524 20 31 00 - SUPPLIES	109.11	
					001 - 524 20 31 00 - SUPPLIES	74.32	
					403 - 531 30 31 00 - STORMWATER - SUPPLIES	21.63	
					401 - 534 50 31 00 - SUPPLIES	43.62	
					401 - 534 50 31 00 - SUPPLIES	74.32	
					403 - 535 50 31 00 - SUPPLIES	43.65	

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		403 - 535 50 31 00		SUPPLIES	74.32	
		402 - 537 50 31 00		SUPPLIES	43.65	
		402 - 537 50 31 00		SUPPLIES	74.32	
		101 - 543 30 31 00		SUPPLIES	43.65	
		101 - 543 30 31 00		SUPPLIES	74.32	
		001 - 554 30 31 00		SUPPLIES - ANIMAL CONTI	14.07	
		001 - 554 30 31 00		SUPPLIES - ANIMAL CONTI	159.43	
		001 - 558 60 31 00		SUPPLIES	109.11	
		001 - 558 60 31 00		SUPPLIES	74.32	
		001 - 576 80 31 00		SUPPLIES	43.65	
		001 - 576 80 31 00		SUPPLIES	74.31	
<b>4963</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>EFT CENTURY LINK - LD</b>		<b>19.18</b> CH LONG DISTANCE-07/04/2018-08/03/2018
		001 - 511 60 42 01		COMMUNICATION	1.53	
		001 - 513 10 42 01		COMMUNICATION	4.42	
		001 - 514 23 42 00		COMMUNICATIONS	1.53	
		001 - 514 30 42 00		COMMUNICATIONS	1.53	
		001 - 524 20 42 00		COMMUNICATION	1.53	
		001 - 528 80 42 00		COMMUNICATION	1.53	
		401 - 534 50 42 00		COMMUNICATION	1.39	
		403 - 535 50 42 00		COMMUNICATION	1.37	
		402 - 537 50 42 00		COMMUNICATION	1.53	
		101 - 543 30 42 00		COMMUNICATION	1.37	
		001 - 558 60 42 00		COMMUNICATION	1.45	
<b>4964</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>EFT CENTURY LINK</b>		<b>391.81</b> AG MUSEUM-08/2018; BOOSTER PUMP STATION-08/2018; CH FAX-08/2018; FIRE DEPT.-8/2018; SENIOR
		001 - 511 60 42 01		COMMUNICATION	6.06	
		001 - 511 60 42 01		COMMUNICATION	7.77	
		001 - 513 10 42 01		COMMUNICATION	5.50	
		001 - 513 10 42 01		COMMUNICATION	7.69	
		001 - 514 23 42 00		COMMUNICATIONS	3.69	
		001 - 514 23 42 00		COMMUNICATIONS	3.42	
		001 - 514 30 42 00		COMMUNICATIONS	3.69	
		001 - 514 30 42 00		COMMUNICATIONS	3.42	
		001 - 524 20 42 00		COMMUNICATION	7.62	
		001 - 524 20 42 00		COMMUNICATION	7.06	
		401 - 534 50 42 00		COMMUNICATION	53.85	
		401 - 534 50 42 00		COMMUNICATION	6.05	
		401 - 534 50 42 00		COMMUNICATION	5.60	
		403 - 535 50 42 00		COMMUNICATION	6.05	
		403 - 535 50 42 00		COMMUNICATION	5.60	
		402 - 537 50 42 00		COMMUNICATION	7.62	
		402 - 537 50 42 00		COMMUNICATION	7.06	
		101 - 543 30 42 00		COMMUNICATION	6.05	
		101 - 543 30 42 00		COMMUNICATION	5.60	
		001 - 558 60 42 00		COMMUNICATION	8.17	
		001 - 558 60 42 00		COMMUNICATION	7.54	
		107 - 571 10 47 00		UTILITIES-AG MUSEUM	160.70	
		001 - 571 21 42 00		COMMUNICATION	28.00	
		001 - 576 80 42 00		COMMUNICATION	28.00	
<b>4965</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>EFT OFFICE DEPOT-CITY HALL</b>		<b>445.50</b> CLIPBOARD & BANKERS BOXES; PLAN BOXES; BANKERS BOXES; BANKERS BOXES & BINDERS; BANKERS BOXES; BANKERS BOXES
		001 - 514 23 31 00		SUPPLIES	34.28	
		001 - 514 23 31 00		SUPPLIES	48.67	
		001 - 514 23 31 00		SUPPLIES	24.34	
		001 - 514 23 31 00		SUPPLIES	19.45	
		001 - 514 30 31 00		SUPPLIES	34.28	
		001 - 514 30 31 00		SUPPLIES	26.70	



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			001 - 514 30 31 00 - SUPPLIES			24.33	
			001 - 524 20 31 00 - SUPPLIES			116.73	
			001 - 558 60 31 00 - SUPPLIES			116.72	
4834	06/30/2018	Claims	2	97674	WA STATE DEPT OF REVENUE		EXCISE TAX - 06/2018 - Voided
4966	08/27/2018	Claims	2	97675	ARECELI ACEVEDO	300.00	CLEANING DEPOSIT REFUND
			001 - 589 10 00 03 - PARK DEPOSIT REFUND			300.00	
4967	08/27/2018	Claims	2	97676	AMERIGAS		58.21 PROPANE; STREETS
			101 - 542 70 32 00 - FUEL			58.21	
4968	08/27/2018	Claims	2	97677	ATLAS STAFFING INC	4,195.20	SEASONAL PARKS; WEEK ENDING 07.29.18; SEASONAL PARKS; WEEK ENDING 08.05.18; SEASONAL PARKS; WEEK ENDING 08.12.18
			001 - 576 80 41 00 - PROFESSIONAL SERVICES			1,398.40	
			001 - 576 80 41 00 - PROFESSIONAL SERVICES			1,398.40	
			001 - 576 80 41 00 - PROFESSIONAL SERVICES			1,398.40	
4969	08/27/2018	Claims	2	97678	BASIN DISPOSAL OF YAKIMA LLC		60.00 FIRE STATION & CITY HALL - YRD CARDBOARD
			001 - 518 20 47 00 - UTILITIES/CITY HALL			30.00	
			001 - 522 50 47 00 - UTILITIES			30.00	
4970	08/27/2018	Claims	2	97679	BROADVIEW APPRAISAL INC	1,500.00	EASEMENT CONSULTING ASSIGNMENT
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			300.00	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			300.00	
			402 - 537 50 41 00 - PROFESSIONAL SERVICES			300.00	
			101 - 542 30 41 00 - PROFESSIONAL SERVICES			300.00	
			001 - 576 80 41 00 - PROFESSIONAL SERVICES			300.00	
4971	08/27/2018	Claims	2	97680	BURROWS TRACTOR COMPANY	202.30	B-SEC BELT
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			202.30	
4972	08/27/2018	Claims	2	97681	BUSTOS MEDIA	315.00	UNION GAP TRANSIT RADIO AD-07/2018
			128 - 547 60 44 00 - ADVERTISING			315.00	
4973	08/27/2018	Claims	2	97682	CASCADE ANALYTICAL INC	2,073.64	WW & WA SAMPLING
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			230.72	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			1,842.92	
4974	08/27/2018	Claims	2	97683	CASCADE NATURAL GAS CORP	184.64	4401 MAIN STREET-07/04/2018-08/06/2018; CH / FD - 07/04/2018-08/06/2018 & CIVIC CENTER-07/23/2018-08/06/2018
			001 - 518 20 47 00 - UTILITIES/CITY HALL			126.01	
			001 - 522 20 47 00 - PUBLIC UTILITY SERVICES			22.93	
			403 - 535 50 47 00 - UTILITIES			15.37	
			402 - 537 50 47 00 - UTILITIES			20.33	
4975	08/27/2018	Claims	2	97684	CASCADE VALLEY LUBE	36.96	#1016 BASIC SERVICE
			402 - 537 50 48 00 - REPAIRS & MAINTENANCE			18.48	
			128 - 547 60 48 00 - REPAIRS & MAINTENANCE			18.48	
4976	08/27/2018	Claims	2	97685	DAWNA CATER	328.00	CLEANING DEPOSIT REFUND & ALCOHOL PERMIT
			001 - 589 10 00 03 - PARK DEPOSIT REFUND			328.00	

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4977	08/27/2018	Claims	2	97686	CENTRAL PRE-MIX CONCRETE CO.	1,480.68	TOP COURSE; DRAIN ROCK; CONCRETE
					401 - 534 50 31 00 - SUPPLIES	1,480.68	
4978	08/27/2018	Claims	2	97687	CENTRAL WA AG MUSEUM	1,915.00	AG MUSEUM COORDINATOR-07/2018; 2018 OTD SPONSORSHIP; AG MUSEUM COORDINATORS-07/2018
					128 - 547 60 49 00 - TRANSIT SERVICE PAYME	500.00	
					107 - 571 10 41 00 - PROF SVCS-AG MUSEUM	1,085.00	
					107 - 571 10 41 00 - PROF SVCS-AG MUSEUM	330.00	
4979	08/27/2018	Claims	2	97688	CINTAS CORP #605	432.60	SR CENTER MOP & MAT SVC; CITY HALL MAT SVC
					001 - 518 31 45 00 - OPERATING RENTALS & LJ	176.12	
					001 - 571 21 45 00 - OPERATING RENTALS & LJ	256.48	
4980	08/27/2018	Claims	2	97689	CITY OF YAKIMA	80,299.77	WHOLESALE SEWER; 3 PARTY AGREEMENT JULY 2018
					403 - 535 50 51 03 - INTERGOVERNMENTAL PF	80,299.77	
4981	08/27/2018	Claims	2	97690	CLASSIC PRINTING INC	382.75	UB STATEMENTS-07/2018; SECURITY WINDOW-UTILITIES
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	57.46	
					401 - 534 50 49 00 - MISCELLANEOUS	70.12	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	57.46	
					403 - 535 50 49 00 - MISCELLANEOUS	70.12	
					402 - 537 50 41 00 - PROFESSIONAL SERVICES	57.46	
					402 - 537 50 49 00 - MISCELLANEOUS	70.13	
4982	08/27/2018	Claims	2	97691	COLEMAN OIL COMPANY	4,046.09	PW/ CED FUEL- 07/18; FUEL; 07.31.18
					001 - 524 20 32 00 - FUEL	41.54	
					403 - 531 30 32 00 - STORMWATER FUEL	87.35	
					401 - 534 50 32 00 - FUEL	19.52	
					401 - 534 50 32 00 - FUEL	1,600.46	
					403 - 535 50 32 00 - FUEL	19.52	
					403 - 535 50 32 00 - FUEL	748.78	
					402 - 537 50 32 00 - FUEL	26.17	
					101 - 542 30 32 00 - FUEL	19.52	
					101 - 542 30 32 00 - FUEL	513.51	
					101 - 542 30 32 00 - FUEL	4.83	
					101 - 542 66 32 00 - FUEL	51.66	
					101 - 542 67 32 00 - FUEL	181.11	
					101 - 542 70 32 00 - FUEL	451.95	
					101 - 542 90 32 00 - FUEL CONSUMED	4.16	
					128 - 547 60 32 00 - FUEL CONSUMED	45.95	
					001 - 558 60 32 00 - FUEL	41.53	
					001 - 576 80 32 00 - FUEL	188.53	
4983	08/27/2018	Claims	2	97692	CORE & MAIN LP	8,231.21	METER ANTENNA ASSEMBLY
					401 - 534 50 31 00 - SUPPLIES	8,231.21	
4984	08/27/2018	Claims	2	97693	CHRIS DAHL	15.78	VACTOR TO REPAIR SHOP
					403 - 535 50 49 00 - MISCELLANEOUS	15.78	
4985	08/27/2018	Claims	2	97694	OTTO DELEON	300.00	CLEANING DEPOSIT REFUND
					001 - 589 10 00 03 - PARK DEPOSIT REFUND	300.00	
4986	08/27/2018	Claims	2	97695	TORIN M DELVO	35.16	P.U. VACTOR FROM REPAIR SHOP & VACTOR TO REPAIR SHOP
					403 - 535 50 49 00 - MISCELLANEOUS	35.16	
4987	08/27/2018	Claims	2	97696	DEXYP	206.05	PARK AD-08/01/2018-08/31/2018

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			001 - 576 80 44 00 -		ADVERTISING	206.05	
4988	08/27/2018	Claims	2	97697	EXPRESS SERVICES INC	751.60	CH RECEPTIONIST-WK-08/05/2018
			001 - 514 23 41 00 -		PROFESSIONAL SERVICES	563.70	
			001 - 514 30 41 00 -		PROFESSIONAL SERVICES	187.90	
4989	08/27/2018	Claims	2	97698	MICHAELA FERNANDEZ	300.00	CLEANING DEPOSIT REFUND
			001 - 589 10 00 03 -		PARK DEPOSIT REFUND	300.00	
4990	08/27/2018	Claims	2	97699	FRANK'S TIRE FACTORY	141.61	TIRES; PASS FLAT OFF
			101 - 542 30 48 00 -		REPAIRS & MAINTENANCE	129.72	
			001 - 576 80 48 00 -		REPAIRS & MAINTENANCE	11.89	
4991	08/27/2018	Claims	2	97700	FREIGHTLINER NORTHWEST	2,707.54	#2006 SERVICE, REPAIRS & INSPECTION
			401 - 534 50 48 00 -		REPAIRS & MAINTENANCE	406.13	
			403 - 535 50 48 00 -		REPAIRS & MAINTENANCE	406.13	
			101 - 542 66 48 00 -		REPAIRS & MAINTENANCE	1,353.77	
			101 - 542 70 48 00 -		REPAIRS & MAINTENANCE	270.75	
			128 - 547 60 48 00 -		REPAIRS & MAINTENANCE	135.38	
			001 - 576 80 48 00 -		REPAIRS & MAINTENANCE	135.38	
4992	08/27/2018	Claims	2	97701	FUTURELINK COMMUNICATIONS	17,733.81	CIVIC CENTER TELEPHONE SYSTEM
			116 - 594 18 65 00 -		CITY HALL COMPLEX - TEL	17,733.81	
4993	08/27/2018	Claims	2	97702	G.S. LONG CO., INC.	590.28	ROW SPRAY
			101 - 542 70 31 00 -		SUPPLIES	590.28	
4994	08/27/2018	Claims	2	97703	GAP AUTO PARTS - PW	34.60	T-20 STARDRIVER, 80-90 QUARTS, LAMP, CREDIT/RETURN; COLOR TERRY
			403 - 535 50 31 00 -		SUPPLIES	11.42	
			402 - 537 50 31 00 -		SUPPLIES	3.45	
			402 - 537 50 31 00 -		SUPPLIES	8.13	
			128 - 547 60 31 00 -		OFFICE & OPERATING SUP	3.46	
			128 - 547 60 31 00 -		OFFICE & OPERATING SUP	8.14	
4995	08/27/2018	Claims	2	97704	GENE WEINMANN CONSULTING	105.94	CDBG REHAB COORDINATOR & POSTAGE-08/2018
			170 - 559 30 31 00 -		SUPPLIES	0.94	
			170 - 559 30 41 00 -		PROFESSIONAL SERVICES	105.00	
4996	08/27/2018	Claims	2	97705	GN NORTHERN, INC	1,700.00	PROFESSIONAL TESTING @ CIVIC CAMPUS
			116 - 594 59 64 33 -		USDA APP-CITY COMPLEX	1,700.00	
4997	08/27/2018	Claims	2	97706	GRANITE CONSTRUCTION CO	9,344.01	PROG EST 5 & FINAL: VMB GOODMAN RD TRAFFIC SIGNAL CMAQ
			125 - 595 30 64 31 -		GOODMAN RD/VMB SIGNA	9,344.01	
4998	08/27/2018	Claims	2	97707	GRANT J HUNT CO	1,750.00	DESIGN & MARKETING-07/2018
			107 - 557 30 41 01 -		GRANT J. HUNT COL	1,750.00	
4999	08/27/2018	Claims	2	97708	GREATER YAKIMA	800.00	MEMBERSHIP DUES-TIERED SYSTEM
			001 - 518 88 49 00 -		MISCELLANEOUS	800.00	
5000	08/27/2018	Claims	2	97709	H.D. FOWLER COMPANY	7,401.94	CREDIT, ADAPTER WITH CAP & CABLE, HYDRANT BUSHINGS METER BOX; IP SADDLE ROMAC STRAP WITH NUTS; ROTOR WITH RAPID SET; METER BOX WITH MOUSE HOLES

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			401 - 534 50 31 00 - SUPPLIES			5,244.26	
			401 - 534 50 31 00 - SUPPLIES			825.18	
			001 - 576 80 31 00 - SUPPLIES			905.76	
			001 - 576 80 31 00 - SUPPLIES			426.74	
<b>5001</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>97710</b>	<b>HARRIS OFFICE EQUIPMENT</b>	<b>8,946.57</b>	<b>OFFICE CHAIR FOR NEW CIVIC COMPLEX; OFFICE CHAIR FOR NEW CIVIC COMPLEX; CIVIC CENTER FLAG STANDS</b>
			001 - 511 60 31 01 - SUPPLIES			775.08	
			001 - 514 23 31 00 - SUPPLIES			817.17	
			001 - 514 23 31 00 - SUPPLIES			371.43	
			001 - 514 30 31 00 - SUPPLIES			817.17	
			001 - 514 30 31 00 - SUPPLIES			371.43	
			001 - 524 10 31 00 - SUPPLIES			1,114.29	
			401 - 534 50 31 00 - SUPPLIES			990.47	
			403 - 535 50 31 00 - SUPPLIES			990.47	
			402 - 537 50 31 00 - SUPPLIES			990.47	
			124 - 542 30 31 24 - OFFICE & OPERATING SUP			297.16	
			128 - 547 60 31 00 - OFFICE & OPERATING SUP			297.14	
			001 - 558 60 31 00 - SUPPLIES			1,114.29	
<b>5002</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>97711</b>	<b>HLA ENGINEERING &amp; LAND SURVEYING INC</b>	<b>50,372.29</b>	<b>PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES THRU</b>
			404 - 534 50 49 49 - MISCELLANEOUS-WATER			2,949.34	
			101 - 543 30 41 00 - PROFESSIONAL SERVICES			3,737.00	
			304 - 595 10 41 02 - VMB - ENGINEERING/PROF			29,776.69	
			121 - 595 10 41 28 - MAIN ST PHASE 1-PROF SV			10,017.66	
			121 - 595 10 41 40 - SAFE ROUTES TO SCHOOL			3,891.60	
<b>5003</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>97712</b>	<b>INDEPENDENT WATER SERVICE INC</b>	<b>30.05</b>	<b>WATER SVC-07/02/2018 &amp; 07/17/2018</b>
			001 - 514 23 31 00 - SUPPLIES			15.03	
			001 - 514 30 31 00 - SUPPLIES			15.02	
<b>5004</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>97713</b>	<b>INTERSTATE BATTERIES</b>	<b>131.95</b>	<b>#1021 BATTERY</b>
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			131.95	
<b>5005</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>97714</b>	<b>KELLER SUPPLY CO</b>	<b>31.62</b>	<b>ARROW BREAKER SILLCOCK, HANDLE REPAIR KIT</b>
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			31.62	
<b>5006</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>97715</b>	<b>LAW OFFICES OF MARGITA DORNAY</b>	<b>10,000.00</b>	<b>PROSECUTING ATTORNEY-08/2018</b>
			001 - 515 30 41 02 - LEGAL SERVICES - PROS. /			10,000.00	
<b>5007</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>97716</b>	<b>LIGHTNING GRAPHICS</b>	<b>232.63</b>	<b>BUILDING INSPECTION</b>
			001 - 524 20 31 00 - SUPPLIES			116.32	
			001 - 558 60 31 00 - SUPPLIES			116.31	
<b>5008</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>97717</b>	<b>LOWES COMPANY INC</b>	<b>443.60</b>	<b>STOP RUST, BAGS, RAGS, CLOROX BROOM WIPES FLANGE WEDG GALV PIP; COUPLING LINE; CONTRACTOR BAGS; WALL CHARGER &amp; CAR CHARGER; HOSE BIB; BALL VALVE, LYSOL WIPES; ZINC PLATE; HOOKS; BALL VALVE; ENERGIZER;</b>
			001 - 518 31 31 00 - SUPPLIES			33.91	
			401 - 534 50 31 00 - SUPPLIES			64.15	
			401 - 534 50 31 00 - SUPPLIES			50.27	
			403 - 535 50 31 00 - SUPPLIES			79.51	

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			403 - 535 50 31 00 - SUPPLIES			55.50	
			402 - 537 50 31 00 - SUPPLIES			60.74	
			402 - 537 50 31 00 - SUPPLIES			13.36	
			101 - 542 30 31 00 - SUPPLIES			5.63	
			128 - 547 60 31 00 - OFFICE & OPERATING SUP			60.74	
			128 - 547 60 31 00 - OFFICE & OPERATING SUP			13.35	
			001 - 576 80 31 00 - SUPPLIES			6.44	
<b>5009</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>97718</b>	<b>BRENDA MARTINEZ</b>	<b>300.00</b>	<b>CLEANING DEPOSIT REFUND</b>
			001 - 589 10 00 03 - PARK DEPOSIT REFUND			300.00	
<b>5010</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>97719</b>	<b>STACE J MCKINLEY</b>	<b>44.81</b>	<b>EMPLOYEE REIMBURSEMENT-WATER/ICE FOR NATIONAL NIGHT OUT.</b>
			001 - 521 22 31 00 - PATROL SUPPLIES			44.81	
<b>5011</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>97720</b>	<b>ASHLEY MENDOZA</b>	<b>20.42</b>	<b>Refund Utility Deposit</b>
			414 - 586 00 04 14 - DEPOSIT REFUND			20.42	Refund Utility Deposit
<b>5012</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>97721</b>	<b>MENKE JACKSON BEYER LLP</b>	<b>600.50</b>	<b>PRR SUIT-T.H.</b>
			001 - 515 40 41 00 - EXTERNAL LEGAL SERVIC			600.50	
<b>5013</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>97722</b>	<b>MENKE JACKSON BEYER LLP</b>	<b>3,490.50</b>	<b>GILLILAND-07/2018</b>
			001 - 515 40 41 00 - EXTERNAL LEGAL SERVIC			3,490.50	
<b>5014</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>97723</b>	<b>MORTONS SUPPLY</b>	<b>37.90</b>	<b>JULY FINANCE CHARGE; PIPE TEE UNION; PLUG DRILL BIT EPOXY WELD STICK PIPE TAP</b>
			403 - 531 92 31 03 - STORMWATER - SUPPLIES			31.86	
			401 - 534 50 31 00 - SUPPLIES			5.11	
			401 - 534 50 49 00 - MISCELLANEOUS			0.93	
<b>5015</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>97724</b>	<b>ROBERT R NORTHCOTT</b>	<b>580.00</b>	<b>PUBLIC DEFENDER-08/13/2018-08/20/201</b>
			001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC			580.00	
<b>5016</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>97725</b>	<b>SERGIO E OCHOA</b>	<b>180.00</b>	<b>RENEW CDL LICENSE-2018</b>
			401 - 534 50 49 00 - MISCELLANEOUS			90.00	
			101 - 542 30 49 00 - MISCELLANEOUS			90.00	
<b>5017</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>97726</b>	<b>OFFICE SOLUTIONS NORTHWEST</b>	<b>72.15</b>	<b>PERFRTED PAPER; FLAGS, SIGN HERE</b>
			001 - 514 23 31 00 - SUPPLIES			18.11	
			401 - 534 50 31 00 - SUPPLIES			18.01	
			403 - 535 50 31 00 - SUPPLIES			18.01	
			402 - 537 50 31 00 - SUPPLIES			18.02	
<b>5018</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>97727</b>	<b>OWEN EQUIPMENT CO</b>	<b>8,736.22</b>	<b>SEWER VACTOR INSPECTION AND REPAIRS</b>
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			8,736.22	
<b>5019</b>	<b>08/27/2018</b>	<b>Claims</b>	<b>2</b>	<b>97728</b>	<b>PACIFIC POWER</b>	<b>20,065.98</b>	<b>AREA LIGHTS;STREETS;TRAFFIC;LI FT STATION; WELLS-07/2018; CH / FD - 07/2018; AG MUSEUM-07/2018; CIVIC CENTER-08/2018; STREETS-07/2018</b>
			001 - 518 20 47 00 - UTILITIES/CITY HALL			1,161.79	
			001 - 518 20 47 00 - UTILITIES/CITY HALL			845.65	
			401 - 534 50 47 00 - UTILITIES			1,610.88	
			403 - 535 50 47 00 - UTILITIES			1,336.36	
			101 - 542 63 47 00 - UTILITIES			11,394.43	
			101 - 542 63 47 00 - UTILITIES			991.76	
			101 - 542 64 47 00 - UTILITIES			524.22	
			101 - 542 64 47 00 - UTILITIES			86.31	
			107 - 571 10 47 00 - UTILITIES-AG MUSEUM			397.51	

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			001 - 576 80 47 00 - UTILITIES			1,717.07	
5020	08/27/2018	Claims	2	97729	PETTY CASH		27.05 MISC RECEIPTS - 08/2018
			001 - 511 60 31 01 - SUPPLIES			2.99	
			001 - 514 23 42 00 - COMMUNICATIONS			0.21	
			401 - 534 50 42 00 - COMMUNICATION			2.06	
			403 - 535 50 42 00 - COMMUNICATION			2.07	
			402 - 537 50 42 00 - COMMUNICATION			2.07	
			001 - 576 80 42 00 - COMMUNICATION			6.70	
			001 - 576 80 42 00 - COMMUNICATION			10.95	
5021	08/27/2018	Claims	2	97730	PRECISION METAL WORKS LLC		2,935.26 HAND RAIL FOR SKATE PARK LANDING
			106 - 594 76 62 00 - IMPROVEMENT-SKATEPAI			2,935.26	
5022	08/27/2018	Claims	2	97731	PROTECTION ONE		26.38 SERVICES 08.01.18 THRU 08.23.18
			001 - 518 31 41 00 - PROFESSIONAL SERVICES			3.30	
			001 - 524 20 41 00 - PROFESSIONAL SERVICES			3.30	
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			3.30	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			3.30	
			402 - 537 50 41 00 - PROFESSIONAL SERVICES			3.30	
			101 - 542 30 41 00 - PROFESSIONAL SERVICES			3.30	
			001 - 558 60 41 00 - PROFESSIONAL SERVICES			3.30	
			001 - 576 80 41 00 - PROFESSIONAL SERVICES			3.28	
5023	08/27/2018	Claims	2	97732	REPUBLIC PUBLISHING CO		419.89 NTC OF CANCEL CIVIL MEETING; 2019 LTAC FUNDING REQUEST; SUMMARY OF ORD#2948;2949
			001 - 511 60 42 01 - COMMUNICATION			94.95	
			001 - 511 60 44 01 - ADVERTISING			73.85	
			108 - 557 30 44 08 - YAK VALLEY TOURISM-AI			251.09	
5024	08/27/2018	Claims	2	97733	SAFEGUARD		51.92 ENDORSEMENT STAMP-PUBLIC WORKS
			401 - 534 50 49 00 - MISCELLANEOUS			10.38	
			403 - 535 50 49 00 - MISCELLANEOUS			10.38	
			402 - 537 50 49 00 - MISCELLANEOUS			10.38	
			101 - 542 30 49 00 - MISCELLANEOUS			10.38	
			001 - 576 80 49 00 - MISCELLANEOUS			10.40	
5025	08/27/2018	Claims	2	97734	SHERWIN-WILLIAMS COMPANY		123.04 PAINT; PICNIC GREEN
			001 - 576 80 31 00 - SUPPLIES			123.04	
5026	08/27/2018	Claims	2	97735	SMITTYS OUTDOOR POWER EQUIPMENT INC		439.69 25" BAR, CHAIN LOOP; CHAIN LOOP EXCHANGE; STARTER, BAR, HOLES, CHAIR LOOP, AIR FILTER, CHAIN LOOP
			101 - 542 30 48 00 - REPAIRS & MAINTENANCE			439.69	
5027	08/27/2018	Claims	2	97736	MICHAEL STILLWAUGH		100.00 BOOT REIMBURSEMENT
			401 - 534 50 21 00 - UNIFORMS & EQUIPMENT			20.00	
			403 - 535 50 21 00 - UNIFORMS & EQUIPMENT			20.00	
			402 - 537 50 21 00 - UNIFORMS & EQUIPMENT			20.00	
			101 - 542 30 21 00 - UNIFORMS & EQUIPMENT			20.00	
			001 - 576 80 21 00 - UNIFORMS & EQUIPMENT			20.00	
5028	08/27/2018	Claims	2	97737	SUPPLYWORKS		1,115.97 JANITORIAL SUPPLIES; CIVIC CAMPUS; JANITORIAL SUPPLIES
			001 - 518 31 31 00 - SUPPLIES			809.87	
			001 - 518 31 31 00 - SUPPLIES			306.10	
5029	08/27/2018	Claims	2	97738	T & M HEATING & REFRIGERATION, INC.		189.18 SVC BARN

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			001 - 576 80 41 00 -		PROFESSIONAL SERVICES	189.18	
5030	08/27/2018	Claims	2	97739	THE ENTERTAINER	375.00	PIONEER POWER SHOW AD
			107 - 557 30 44 05 -		ADVERTISING-PIONEER PC	375.00	
5031	08/27/2018	Claims	2	97740	THE ROTARY CLUB OF YAKIMA	310.00	DUES/MEALS - 07/18 - 09/18
			001 - 513 10 49 01 -		MISCELLANEOUS	310.00	
5032	08/27/2018	Claims	2	97741	TRUE LAW GROUP, PS	2,550.00	PUBLIC DEFENDER
			001 - 515 91 41 03 -		LEGAL SERVICES-PUBLIC	2,550.00	
5033	08/27/2018	Claims	2	97742	U.S. LINEN & UNIFORM	547.00	UNIFORM SERVICE; 07/09/18, 07/16/18, 07/23/18; UNIFORM SERVICE 080618
			401 - 534 50 21 00 -		UNIFORMS & EQUIPMENT	125.97	
			401 - 534 50 21 00 -		UNIFORMS & EQUIPMENT	35.05	
			403 - 535 50 21 00 -		UNIFORMS & EQUIPMENT	125.97	
			403 - 535 50 21 00 -		UNIFORMS & EQUIPMENT	35.05	
			402 - 537 50 21 00 -		UNIFORMS & EQUIPMENT	12.54	
			402 - 537 50 21 00 -		UNIFORMS & EQUIPMENT	15.64	
			101 - 542 30 21 00 -		UNIFORMS & EQUIPMENT	125.97	
			101 - 542 30 21 00 -		UNIFORMS & EQUIPMENT	35.05	
			001 - 576 80 21 00 -		UNIFORMS & EQUIPMENT	17.51	
			001 - 576 80 21 00 -		UNIFORMS & EQUIPMENT	18.25	
5034	08/27/2018	Claims	2	97743	UNION GAP WATER FUND & SEWER	1,521.59	AG MUSEUM - 07/2018
			001 - 576 80 47 00 -		UTILITIES	1,521.59	
5035	08/27/2018	Claims	2	97744	UNION GAP	64.00	SUMMER YOUTH SWIM TICKETS
			133 - 571 22 49 33 -		SUMMER YOUTH - MISC	64.00	
5036	08/27/2018	Claims	2	97745	UNITED STATES POSTMASTER	768.07	UB POSTAGE-08/2018
			401 - 534 50 42 00 -		COMMUNICATION	256.02	
			403 - 535 50 42 00 -		COMMUNICATION	256.02	
			402 - 537 50 42 00 -		COMMUNICATION	256.03	
5037	08/27/2018	Claims	2	97746	HORTENCIA VILLEGAS	300.00	CLEANING DEPOSITE REFUND
			001 - 589 10 00 03 -		PARK DEPOSIT REFUND	300.00	
5038	08/27/2018	Claims	2	97747	WA STATE DEPT OF TRANSPORTATION	449.24	MANUFACTURE AND SHIP SIGNS
			101 - 542 64 51 00 -		INTERGOVERNMENTAL PF	449.24	
5039	08/27/2018	Claims	2	97748	WA STATE TREASURER	13,446.45	CJRS-07/2018
			001 - 586 00 01 00 -		STATE BUILDING CODE FE	27.00	
			001 - 586 00 04 00 -		PSEA 1 STATE SHARE	7,138.52	
			001 - 586 00 05 00 -		PSEA 2 STATE SHARE	3,453.73	
			001 - 586 00 06 00 -		PSEA 3 STATE SHARE	94.52	
			001 - 586 00 07 00 -		CRIME LAB/BREATH ST SH	95.63	
			001 - 586 00 08 00 -		JIS STATE SHARE	1,394.11	
			001 - 586 00 09 00 -		SCH ZONE SAFETY ST SHA	253.94	
			001 - 586 00 10 00 -		TRAUMA CARE STATE SH/	398.71	
			001 - 586 00 13 00 -		AUTO THEFT PREVENTION	585.21	
			001 - 586 00 14 00 -		CRIME LAB ANALYSIS FEE	5.08	
5040	08/27/2018	Claims	2	97749	WESTERN OFFICE	132,637.34	BLDG DEPT CUBICLE CHANGES; CIVIC COMPLEX FURNITURE
			116 - 594 10 31 16 -		CITY HALL COMPLEX-FUR	129,513.25	
			116 - 595 10 41 01 -		CITY HALL COMPLEX-PRO	3,124.09	
5041	08/27/2018	Claims	2	97750	WESTERN SYSTEMS, INC	424.75	QUOTE #SMS 0512 (03.06.18) ASTRO-BRAC (STELLAR) MAST ARM WIND DAMPENER ASSY, BAND MOUNT, ALUM

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			101 - 542 64 31 00 - SUPPLIES			424.75	
5042	08/27/2018	Claims	2	97751	YAKIMA CITY TREASURER	1,079.84	SPRING/SUMMER & FALL 2018 TRANSIT ADVERTISING
			128 - 547 60 49 00 - TRANSIT SERVICE PAYME			1,079.84	
5043	08/27/2018	Claims	2	97752	YAKIMA CO DISTRICT COURT	18,915.83	MUNICIPAL COURT OPERATIONS-08/2018
			001 - 512 50 51 01 - COURT SERVICE COSTS			18,915.83	
5044	08/27/2018	Claims	2	97753	YAKIMA CO DISTRICT COURT	5,031.25	PROBATION SERVICES - 2ND QUATER
			001 - 512 50 51 01 - COURT SERVICE COSTS			5,031.25	
5045	08/27/2018	Claims	2	97754	YAKIMA CO FINANCIAL SERVICES	427.77	1ST QTR LIQUOR PROFITS
			001 - 562 00 51 00 - 2% ALCOHOL DISTRIBUTIC			427.77	
5046	08/27/2018	Claims	2	97755	YAKIMA CO PUBLIC SERVICES	407.70	GARBAGE
			402 - 537 50 49 00 - MISCELLANEOUS			407.70	
5047	08/27/2018	Claims	2	97756	YAKIMA CO TREAS PROSECUTING	209.38	CVC-07/2018
			001 - 586 00 03 00 - CRIME VICTIMS COMP CN			209.38	
5048	08/27/2018	Claims	2	97757	YAKIMA COOPERATIVE ASSN	1,156.19	JANITOR FUEL-07/2018 & CITY HALL DIESEL DYED NEW GENERATOR; #2 DIESEL DYED; YOUTH PARK
			001 - 518 20 47 00 - UTILITIES/CITY HALL			603.24	
			001 - 518 31 32 00 - FUEL			85.47	
			001 - 576 80 32 00 - FUEL			467.48	
5049	08/27/2018	Claims	2	97758	YAKIMA VALLEY CONFERENCE	1,009.65	TECHNICAL ASSISTANCE CONTRACT-07/2018
			001 - 558 60 41 00 - PROFESSIONAL SERVICES			1,009.65	
5050	08/27/2018	Claims	2	97759	YAKIMA VALLEY PUBLISHING INC	570.00	VALLEY MALL SPOTLIGHT
			108 - 557 30 44 08 - YAK VALLEY TOURISM-AI			570.00	
5051	08/27/2018	Claims	2	97760	YAKIMA VALLEY TOURISM	12,052.36	OREGONIAN MEDIA GROUP-5/18;FARM COLLECTOR MAG-6/18;NORTHWEST TRAVEL-JULY/AUG;AAA WA JOURNEY-JULY/AUG;FACEBO OK-JUNE;FARM COLLECTOR-7/18;1889 MAG-AUG/SEP 18
			108 - 557 30 44 08 - YAK VALLEY TOURISM-AI			12,052.36	

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001 Current Expense Fund	1,089,131.44
101 Street Fund	22,398.19
106 Parks & Recreation Fund	2,935.26
107 Convention Center Reserve Fund	4,098.21
108 Tourism Promotion Area Fund	12,873.45
116 City Hall Building Reserve Fund	152,071.15
121 Street Development Reserve Fund	13,909.26
124 Infrastructure Reserve Fund	297.16
125 Development Mitigation Reserve Fund	9,344.01
128 Transit System Fund	2,477.48
130 Community Policing Fund	1,143.42
133 Marijuana Excise Tax Fund	64.00



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	170 Housing Rehabilitation Fund				105.94	
	304 VMB Improvement Fund				29,776.69	
	401 Water Fund				26,237.21	
	402 Garbage Fund				7,982.38	
	403 Sewer Fund				98,851.37	
	404 Water Improvement Reserve				2,949.34	
	414 Water Deposits				20.42	
					<u>1,476,666.38</u>	Claims: 1,476,666.38
					1,476,666.38	