



Agenda
REGULAR CITY COUNCIL MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, January 21, 2014

City Council Pre-Meeting, 7:00 p.m.

(Discussion Only - Annex Building)

1. Introduction of New Agenda Format (5 minutes)
- Jon Amundson, Assistant City Manager
2. Discussion of Meeting Agenda

City Council Regular Meeting, 7:30 p.m.

(City Hall Council Chamber)

Welcome and Roll Call:

Pledge of Allegiance:

Approval of Agenda:

(Approved by Motion)

Presentations:

1. Hanford Communities Annual Report (15 minutes)
- Pam Larson, Hanford Communities Manager
2. CityView Video: Utility Bill Paying Methods (2 minutes)
- Trish Herron, Communications and Marketing Manager

Richland Report:

(Mayor and Council Members)

Comments:

(Please Limit Public Comments to 2 Minutes)

1. Public Comments
2. Reports of Boards, Commissions, and Committees
3. Report of Visiting Officials

Consent Calendar:

(Approved in its entirety by single vote or Council may pull Consent items and transfer to Items of Business)

Minutes - Approval:

1. Council Minutes of the Meeting Held January 7, 2014
- Heather Kintzley, City Attorney

Ordinances - Passage:

2. Ordinance No. 01-14, Amending RMC Title 7: Animals, Section 7.03.320 Regarding the Appeal Process
- Heather Kintzley, City Attorney

Items for Approval:

3. FEMA Grant Agreement for Duportail Bridge Water Line Placement
- Pete Rogalsky, Public Works Director
4. Mr. Insulation Company Inc., for Weatherwise Program Participation
- Bob Hammond, Energy Services Director
5. Interlocal Agreements for Employee Services with Franklin County and the Cities of Walla Walla and Pasco
- Grant Baynes, Fire and Emergency Services Director
6. Tourism Promotion Area (TPA) Contract with Department of Revenue (DOR)
- Heather Kintzley, City Attorney
7. Authorize Travel for Council Members Christensen, Thompson, Jones, Mayor Rose and Mayor Pro Tem Lemley
- Cindy Johnson, City Manager

Award of Bid - Approval:

8. Award of Bid to Accelerated Construction & Excavating, LLC, for the Country Ridge Water Service Replacement Project
- Pete Rogalsky, Public Works Director

Expenditures - Approval:

9. December 30, 2013 - January 10, 2014, for \$5,520,952.17, including Check Nos. 208413-208822, Wire Nos. 5535-5544, Payroll Check Nos. 99288-99324, and Payroll Wire/ACH Nos. 8331-8354
- Cathleen Koch, Administrative Services Director

Items of Business:

1. Washington Auto Theft Prevention Authority (WATPA) Grant in the Amount of \$45,572
- Chris Skinner, Police Services Director

Reports and Comments:

1. City Manager
2. City Council

3. Mayor

Adjournment

THIS MEETING IS BROADCAST LIVE ON CITYVIEW CHANNEL 13 AND ON WWW.CI.RICHLAND.WA.US/CITYVIEW

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Council Agenda Coversheet



Council Date: 01/21/2014

Category: Consent Calendar

Agenda Item: C1

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: APPROVAL OF COUNCIL MEETING MINUTES

Department: City Attorney

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the minutes of the Council meeting held January 7, 2014.

Summary:

None.

Fiscal Impact?

Yes No

Attachments:

1) Draft Council Minutes

City Manager Approved:

Hopkins, Marcia
Jan 17, 09:15:43 GMT-0800 2014

Draft



MINUTES
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, January 7, 2014

Pre-Meeting Executive Session:

Mayor Pro Tem Rose called the pre-meeting executive session to order at 6:50 p.m. in the City Manager's Conference Room in the City Hall Annex building.

Attendance:

Mayor Pro Tem Rose, Council Members Anderson, Christensen, Jones, Kent, Lemley, and Thompson were present.

Also present were City Manager Johnson, Deputy City Manager King, City Attorney Kintzley, Communications and Marketing Manager Herron, and Redevelopment Project Supervisor Moore.

1. Real Estate Per RCW 42.30.110 (1)(a) (15 minutes)
- Bill King, Deputy City Manager

COUNCIL MEMBER THOMPSON MOVED AND COUNCIL MEMBER ANDERSON SECONDED A MOTION TO MOVE INTO EXECUTIVE SESSION AT 6:50 P.M. TO DISCUSS REAL ESTATE PER RCW 42.30.110 (1) (a) FOR 15 MINUTES. THE MOTION CARRIED 7-0.

COUNCIL MEMBER THOMPSON MOVED AND COUNCIL MEMBER CHRISTENSEN SECONDED A MOTION TO EXTEND THE EXECUTIVE SESSION FOR AN ADDITIONAL FIVE MINUTES AT 7:05 P.M. THE MOTION CARRIED 7-0.

COUNCIL MEMBER THOMPSON MOVED AND COUNCIL MEMBER CHRISTENSEN SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:10 P.M. THE MOTION CARRIED 7-0.

Pre-Meeting:

Mayor Pro Tem Rose called the Council pre-meeting to order at 7:11 p.m. in the City Manager's Conference Room in the City Hall Annex Building.

Mayor Pro Tem Rose, Council Members Anderson, Christensen, Jones, Kent, Lemley, and Thompson were present.

Also present were City Manager Johnson, Assistant City Manager Amundson, Deputy City Manager King, City Attorney Kintzley, Communications and Marketing Manager Herron and City Clerk Hopkins.

1. Council Meeting Agenda Review

Council and staff briefly reviewed the proposed agenda scheduled for the regular meeting.

Regular Meeting:

Mayor Pro Tem Rose called the Council meeting to order at 7:30 p.m. in the Council Chamber at City Hall.

Welcome and Roll Call:

Mayor Pro Tem Rose welcomed those in the audience and expressed appreciation for their attendance.

Mayor Pro Tem Rose, Council Members Anderson, Christensen, Jones, Kent, Lemley, and Thompson were present.

Also present were City Manager Johnson, Assistant City Manager Amundson, Deputy City Manager King, City Attorney Kintzley, Administrative Services Director Koch, Fire and Emergency Services Director Baynes, Police Services Director Skinner, Public Works Director Rogalsky, Energy Services Director Hammond, Parks and Recreation Director Schiessl, and City Clerk Hopkins.

Pledge of Allegiance:

Mayor Pro Tem Rose led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda:

COUNCIL MEMBER THOMPSON MOVED AND COUNCIL MEMBER CHRISTENSEN SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 7-0.

Special Business:

1. Swearing-In of Council Members:

Bob Thompson, Position No. 1, Re-Elected 4-Year Term

Sandra Kent, Position No. 3, Re-Elected 4-Year Term

David Rose, Position No. 4, Re-Elected 4-Year Term

Gregory L. Jones, Position No. 7, Newly Elected 2-Year

City Clerk Hopkins swore-in the Council Members.

2. Selection of Mayor

COUNCIL MEMBER THOMPSON MOVED AND COUNCIL MEMBER KENT SECONDED A MOTION TO NOMINATE MAYOR PRO TEM ROSE AS MAYOR. THE MOTION CARRIED 7-0.

3. Selection of Mayor Pro Tem

COUNCIL MEMBER THOMPSON MOVED AND COUNCIL MEMBER KENT SECONDED A MOTION TO NOMINATE COUNCIL MEMBER ANDERSON FOR MAYOR PRO TEM.

COUNCIL MEMBER KENT MOVED AND COUNCIL MEMBER JONES SECONDED A MOTION TO NOMINATE COUNCIL MEMBER LEMLEY FOR MAYOR PRO TEM.

COUNCIL MEMBER CHRISTENSEN MOVED AND COUNCIL MEMBER THOMPSON SECONDED A MOTION TO NOMINATE COUNCIL MEMBER CHRISTENSEN FOR MAYOR PRO TEM ROSE.

COUNCIL MEMBERS VOTED BY BALLOT THAT RESULTED IN ONE VOTE FOR COUNCIL MEMBER CHRISTENSEN; THREE VOTES FOR COUNCIL MEMBER LEMLEY; AND THREE VOTES FOR COUNCIL MEMBER ANDERSON FOR MAYOR PRO TEM.

COUNCIL MEMBERS VOTED BY BALLOT FOR THE SECOND TIME WITH THE VOTE RESULTING IN FOUR VOTES FOR COUNCIL MEMBER LEMLEY AND THREE VOTES FOR COUNCIL MEMBER ANDERSON. COUNCIL MEMBER LEMLEY WON THE VOTE FOR MAYOR PRO TEM.

4. Selection of Members to the Council Assignment Committee

Council Members Kent, Thompson and Christenson volunteered for the Council Assignment Committee. Council Member Kent agreed to be the chair of the committee.

Richland Report:

No comments.

Comments:

City Clerk Hopkins read the Public Comments procedure.

1. Public Comments

No comments.

2. Reports of Board and Commission Representatives:

No comments.

3. Reports of Visiting Officials:
No comments.

Consent Calendar:

City Clerk Hopkins read the Consent items.

Minutes - Approval:

1. Council Minutes of the Meeting Held December 17, 2014
- Heather Kintzley, City Attorney

Ordinances - First Reading:

2. Ordinance No. 01-14, Amending RMC Title 7: Animals, Section 7.03.320
Regarding the Appeal Process
- Heather Kintzley, City Attorney

Ordinances - Passage:

3. Ordinance No. 02-14, Vacating Elliot Street and Portions of Railroad and Gillespie Streets
- Pete Rogalsky, Public Works Director
4. Ordinance No. 03-14, Repealing Ordinance No. 13-13, Establishing the Torbett-Mahan Local Improvement District No.196
- Pete Rogalsky, Public Works Director

Resolutions - Adoption:

5. Resolution No. 04-14, Approving the Preliminary Plat of Sundance Manor
- Rick Simon, Development Services Manager
6. Resolution No. 05-14, Approving Skyline Meadows Phase Four Final Plat
- Rick Simon, Development Services Manager
7. Resolution No. 06-14, Appointment and Reappointment to the Housing and Community Development Advisory Committee: B. Long and A. Vader
- Marcia Hopkins, City Clerk
8. Resolution Nos. 07-14 to 09-14, Expressing Appreciation for Service on the Housing and Community Development Advisory Committee: A. Illig, A. Lambert and E. Davis
- Marcia Hopkins, City Clerk

Items for Approval:

9. Agreements with Contractors for Weatherwise Program Participation
- Bob Hammond, Energy Services Director
10. Consultant Agreement Amendment with FCS Group for COSA and Rate Design-Related Professional Services
- Bob Hammond, Energy Services Director

11. Amendment to BPA Energy Conservation Agreement
- Bob Hammond, Energy Services Director

Expenditures - Approval:

12. December 9, 2013 - December 27, 2013, for \$7,440,827.83, including Check Nos. 207886-208412, Wire Nos. 5523-5534, Payroll Check Nos. 99171-99287, and Payroll Wire/ACH Nos. 8313-8330
- Cathleen Koch, Administrative Services Director

COUNCIL MEMBER KENT MOVED AND COUNCIL MEMBER CHRISTENSEN SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 7-0.

1. City Manager Johnson congratulated the new Mayor and Mayor Pro Tem and said the next Council meeting is scheduled for January 21, 2014.

2. Council Members:

Council Member Jones thanked the other Council Members for their support.
Council Member Kent thanked the citizens for voting her into a four-year term on Council.
Council Member Thompson wished the new Mayor and Mayor Pro Tem well.
Mayor Pro Tem Lemley thanked the Council Members for electing him Mayor Pro Tem.

3. Mayor Rose said he is honored to serve as the Mayor.

Adjournment:

Mayor Rose adjourned the meeting at 7:50 p.m.

Respectfully Submitted,

Marcia Hopkins
City Clerk

FORM APPROVED:

John Fox
Mayor

DATE APPROVED:

Council Agenda Coversheet



Council Date: 01/21/2014

Category: Consent Calendar

Agenda Item: C2

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: ORD 01-14, AMENDING RMC TITLE 7: ANIMALS, SECTION 7.03.020 REGARDING THE APPEAL PROCESS

Department: City Attorney

Ordinance/Resolution: 01-14

Reference:

Document Type: Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 01-14, amending RMC Title 7: Animals, Section 7.03.320 regarding the appeal process.

Summary:

The cities of Richland, Kennewick and Pasco have contracted with a single animal control provider, Tri-City Animal Control. Because Tri-City Animal Control executes the same functions in all three cities, the parties have made a concerted effort to coordinate the separate municipal codes so regulations are harmonious with each other, thereby easing enforcement and providing consistent penalties. Under the authority vested in Tri-City Animal Control, the Poundmaster may declare a dog meeting certain criteria as "dangerous" or "potentially dangerous." Owners of dogs so declared have a right to appeal the determination of "dangerous" or "potentially dangerous." In order to promote an objectively fair and consistent outcome for all parties on appeal of a dangerous dog declaration, jurisdiction to hear such matters should be established in district court.

Currently, Richland Municipal Code (RMC) 7.03.320 provides for an appeal process through a hearing examiner. The attached ordinance proposes an amendment to RMC 7.03.320 to establish original jurisdiction to hear such matters in Benton County District Court. Upon adoption by the Richland City Council, the amendment will provide owners of animals declared as "potentially dangerous" or "dangerous" with the opportunity to appeal the declaration by submitting a written request to the city clerk, who will file the notice of appeal in Benton County District Court. Based on experience with cases of this nature, staff's recommendation is that a district court judge is best-suited to serve as an objective arbitrator of the evidence, and to deliver consistent rulings.

The filing fee for a dangerous dog appeal in Benton County District Court is currently set at \$83.00. Hourly rates for a hearing examiner to preside over a civil hearing range from \$75.00/hour to \$165.00/hour, and likely include more than one hour's worth of work (hearing plus written opinion/findings). In light of this information, moving original jurisdiction from a hearing examiner to Benton County District Court will likely result in cost-savings. The City cannot require the appellant to pay the \$83.00 filing fee because the appeal is the first opportunity for an evidentiary hearing, to which the appellant is entitled at no cost as part of the City's obligation to provide due process.

Staff is also proposing language to ensure that a "potentially dangerous" or "dangerous" dog is not destroyed prior to expiration of the 10-day appeal period, and that the owner pay costs of impound during any pending appeal.

Fiscal Impact?
 Yes No

Potential cost savings may result since the filing fee in Benton County District Court is less than the average hourly rate for a hearings examiner to preside over the civil hearing and issue written findings. This Amendment also removes a \$50 filing fee previously paid to the City by the appellant. The City typically sees three (3) or fewer dangerous dog declaration appeals in a year, so the fiscal impact is de minimis.

Attachments:

1) ORD 01-14 Amending Title 7 Animals

City Manager Approved:

Johnson, Cindy
Jan 20, 12:16:21 GMT-0800 2014

ORDINANCE NO. 01-14

AN ORDINANCE OF THE CITY OF RICHLAND
amending Richland Municipal Code Title 7: Animals, Section
7.03.320 regarding the appeal process.

WHEREAS, the cities of Richland, Kennewick and Pasco have contracted with a single animal control provider; and

WHEREAS, the parties have made a concerted effort to coordinate the separate municipal codes so regulations are harmonious with each other, thereby easing enforcement and providing consistent penalties; and

WHEREAS, to promote an objectively fair and consistent outcome for all parties on appeal of a dangerous dog declaration, original jurisdiction to hear such matters should be established in district court;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Richland as follows:

Section 1.01 RMC Section 7.03.320, entitled Potentially dangerous or dangerous animal, as enacted by Ordinance No. 32-98 and last amended by Ordinance No. 21-11 shall be amended to read as follows:

7.03.320 Potentially dangerous or dangerous animal.

A. Declaration. The poundmaster has the authority to declare an animal potentially dangerous or dangerous and require such animal to have a permit in accordance with this section. The poundmaster may declare an animal potentially dangerous or dangerous if he has probable cause to believe that the animal falls within the definitions set forth in RMC 7.03.010. Such declaration shall be in writing and served by the poundmaster on the owner either personally or by certified mail. However, if the owner cannot be readily determined, service of declaration shall be waived.

B. Impoundment. No person shall have, keep or maintain a potentially dangerous or dangerous animal without first obtaining a permit from the poundmaster. Any animal meeting this definition and found at large without a permit will be immediately impounded at the expense of the owner. If the owner of such animal can be readily determined, the poundmaster shall notify the owner personally or by certified or regular mail of the impoundment. If, however, the owner of such animal cannot be readily determined, notification shall be by posting at the animal control agency as provided in RMC 7.03.100.

C. Appeal. ~~Any~~ If the owner of an animal subject to this section wishes to object to ~~may appeal~~ the determination of the poundmaster, ~~to the hearing examiner for determination, provided the appeal is made in~~

~~writing the owner may, within ten (10) business days of receipt of the declaration, appeal that declaration by submitting a written request to the City Clerk's Office. Within ten (10) business days of the receipt of the request for appeal, the City will file said appeal, at the City's expense, with the clerk of the court for a hearing before the Benton County District Court. The appeal shall include payment of an appeal filing fee in the amount of \$50.00 payable to the city and shall be filed with the city clerk within 10 days of the poundmaster's determination. The hearing shall be scheduled within seven days of the date of service of such notice and the decision of the poundmaster shall be stayed and any impoundment shall continue, at the cost of the owner, pending the appeal.~~

1. If the ~~hearing examiner~~ court does not finds ~~insufficient~~ a preponderance of evidence to support the declaration, the declaration shall be rescinded and the restrictions imposed thereby annulled. No court costs shall be assessed against the City of Richland or the animal control authority or officer, and the appeal filing fee refunded. All impound fees are the responsibility of the owner of the animal. No animal impound expenses and fees shall be assessed against the city of Richland or the animal control authority or officer.

2. If the ~~hearing examiner~~ court finds a preponderance of ~~sufficient~~ evidence to support the declaration, ~~it he/she~~ shall impose ~~hearing~~ court costs on the appellant ~~in the amount of \$150.00 payable to the city of Richland,~~ restitution if applicable, and may impose additional restrictions on the animal.

~~3. Decisions of the hearing examiner shall be final and conclusive unless a timely appeal is filed with the superior court of Benton County by an aggrieved party within 21 calendar days from the date of issuance of the decision and any impoundment shall continue, at the cost of the owner, pending the appeal.~~

D. Redemption or Destruction of Animal. An animal impounded under this section shall be returned to its owner if the owner complies with RMC 7.03.080 and subsection (E) of this section ~~within 72 hours~~ by the date and time given on the notice as provided in Section 7.03.060, after notification of impounding. If, ~~however,~~ the owner of the impounded animal under this section does not comply with RMC 7.03.080 and subsection (E) of this section ~~within 72 hours after notification of impounding,~~ by the date and time given on the notice as provided in Section 7.03.060, such animal shall be destroyed in an expeditious and humane manner: provided, however, that no animal declared dangerous or potentially dangerous by the poundmaster shall be destroyed prior to expiration of the 10-day appeal filing period provided in 7.03.320(C). Unless required as evidence or to determine if the animal is rabid, animals shall be destroyed as provided in this section during the pendency of

an appeal unless the owner prepays all impound and boarding fees, unless ordered otherwise by a court of competent jurisdiction. ~~For purposes of determining whether the 72 hours have expired, the following methods shall be used:~~

~~1. If the owner is personally served by the poundmaster, time begins when the owner was personally served; or~~

~~2. If the owner is mailed notice by certified and regular mail, time begins when the notice was mailed; or~~

~~3. If the owner of such animal could not be readily determined by the poundmaster, notice shall be by posting as provided by RMC 7.03.100 and the time begins at posting as provided by RMC 7.03.100.~~

E. Agreement to Relocate Animal: As an exception to the redemption requirements provided under 7.03.320(C) above, upon execution of a declaration of removal by the owner or authorized representative of the owner of the animal, and payment of applicable fees including impound fees, ~~the~~ an animal declared dangerous or potentially dangerous may be released by the poundmaster into the custody of the owner or authorized representative of the owner for the immediate and permanent removal of the animal from Richland. The declaration of the poundmaster shall remain in full force and effect.

~~E~~F. Permit Required. No person shall have, keep, or maintain any potentially dangerous or dangerous animal without first obtaining an annual permit from the poundmaster. The fee for such a permit shall be in addition to the regular annual license fee. A permit will only be granted if the applicant has provided and maintains:

1. A proper enclosure to properly and safely confine the animal as determined by the poundmaster;
2. A conspicuously posted sign on the premises which clearly warns the public and children that there is a potentially dangerous or dangerous animal on the property;
3. Two hundred fifty thousand dollars surety bond issued by a surety insurer qualified under Chapter 48.28 RCW in a form acceptable to the poundmaster payable to any person injured by the potentially dangerous or dangerous animal; or liability insurance, such as homeowner's insurance, issued by an insurer qualified under RCW Title 48 in the amount of at least \$250,000 with maximum deductible coverage not to exceed \$2,500 in a form requiring notice to the city of

cancellation or nonrenewal of such policy not less than 30 days prior to its date of cancellation or expiration, insuring the owner for any personal injuries or property damage inflicted by the animal. The city shall be an additional named insured on the policy;

4. Control and Confinement. A potentially dangerous animal must be securely leashed and under the control of a person physically able to control the animal when away from the property of the owner or keeper; or, while on the property of the owner, must be securely restrained by physical device or proper enclosure as defined in RMC [7.03.010](#) made of materials strong enough to adequately and humanely confine the animal in a manner which prevents it from escaping the property and kept in conformance with requirements in subsection (E) of this section.

FG. Dangerous animals and potentially dangerous animals must be muzzled and restrained by substantial chain or leash and under physical restraint of a responsible person when away from the property of the owner or keeper; or while on the property of the owner, the animal must be securely confined inside a locked building, kennel, pen, or other structure having secure sides, bottom, and top, suitable to prevent the entry of young children and designed to prevent the animal from escaping and kept in conformance with requirements in subsection (E) of this section.

GH. A dangerous dog may be confiscated when violation of its license terms has occurred. In that event, notice must be served on the owner either personally or by certified mail, return receipt requested. The owner has a 20-day period in which to correct the deficiencies with respect to the dog, including paying any shelter fees and fines, and is subject to punishment for a gross misdemeanor.

HI. Violations and Regulation. Any person violating the provisions of this section shall be guilty of a gross misdemeanor. No person who, being the owner of any potentially dangerous or dangerous animal, shall keep, harbor or maintain the same on or off his premises in a manner endangering or likely to endanger the safety of persons, property or other animals nor shall he allow the same to run at large within the city. It shall be a defense to any charge under this section involving an alleged potentially dangerous or dangerous animal that the person endangered was committing, was about to commit or had just committed a trespass or crime and that the animal's reaction was a natural result thereof. The animal control agency may petition the Benton County district court to determine whether an animal should be destroyed. [Ord. 32-98; Ord. 57-99; Ord. 22-04; Ord. 16-05; Ord. 08-06; Ord. 18-07; Ord. 02-09; amended during 2011 recodification; Ord. 21-11 § 1.06].

Section 1.02 This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, at a regular meeting on the 21st day of January, 2014.

DAVID ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: January 26, 2014

Council Agenda Coversheet



Council Date: 01/21/2014

Category: Consent Calendar

Agenda Item: C3

Key Element: Key 2 - Infrastructure & Facilities

Subject: YAKIMA RIVER WATER PIPELINE CROSSING REPLACEMENT - FEMA GRANT AGREEMENT

Department: Public Works

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute the grant agreement with the Federal Emergency Management Agency (FEMA) for replacement of the existing water pipeline across the Yakima River with two pipelines installed on the Duportail Bridge.

Summary:

On January 9, 2007, Council authorized staff to submit an application to the FEMA Pre-Disaster Management Program for the Yakima River Water Line Crossing. An existing thirty-six inch pipeline crosses the Yakima River near the alignment of the Duportail Bridge. This existing pipeline provides the majority of the drinking water served to the area of Richland south of the Yakima River. The existing pipeline is exposed in some portions of the riverbed and is subject to damage from riverborn debris during flood events. The grant application identified two alternative replacement strategies: 1) an underground replacement buried at greater depth beneath the river; and 2) an above ground replacement mounted to the proposed Duportail Bridge.

The City's application was preliminarily approved for funding in 2007. Funding was not awarded at that time, but was to be available subject to satisfactory completion of an environmental review satisfying the National Environmental Policy Act (NEPA).

In 2007 the City Council directed that the Duportail / Stevens corridor improvements become a major transportation system improvement strategy and that the Duportail Bridge be pursued as the key component of that strategy. Preliminary design and environmental review work began shortly thereafter. City staff received concurrence from FEMA and the Washington State Department of Transportation that a NEPA review combining the objectives of the FEMA grant and the City's transportation strategy was appropriate. The combined NEPA review was completed in mid-2012 with both FEMA and the Federal Highway Administration (FHWA) issuing Findings of No Significant Impact decisions.

The attached agreement with the Washington State Military Department (WMD), the state agency administering the FEMA program, provides the grant funds sought in the 2007 application. The agreement requires completion of the project by September, 2016, unless the agreement term is extended. Completion of the project will require completion of the Duportail Bridge. Since funding for the bridge is not yet secured the City's ability to meet the agreement schedule is speculative. Staff has ensured that both FEMA and WMD staff are fully aware of the City's position and ability to complete funding for the bridge. Both FEMA and WMD staff prepared this agreement to preserve the funding availability for this important project and have indicated willingness to evaluate time extension requests based on incremental progress toward full funding.

Fiscal Impact?
 Yes No

The total cost of the water pipeline replacement eligible for grant participation is \$2,657,735, of which seventy-five percent (75%) will be grant funded. The twenty-five percent (25%) local agency match requirement, totaling \$664,433.75 is identified in the 2014 - 2030 Capital Improvement Plan for funding in 2016 through Water Utility revenues. Staff has included these future expenditures in the financial plan for the Water Utility capital program. No expenses will be incurred without a future budget authorization from Council.

Attachments:

1) FEMA Grant Agreement-Yakima River Water Line Crossing

City Manager Approved:

Johnson, Cindy
Jan 17, 08:55:39 GMT-0800 2014

**Washington State Military Department
MITIGATION PROJECT GRANT AGREEMENT FACE SHEET**

1. Sub-Grantee Name and Address: City of Richland 840 Northgate Drive PO Box 190 MS-26 Richland, WA 99352-3550		2. Total Project Amount: \$2,657,735.00 (F,L) \$1,993,301.25 (F), \$664,433.75 (L)		3. Grant Number: E14-180	
4. Sub-Grantee Agent, phone/email: Jeff Peters, (509) 942-7504 jpeters@ci.richland.wa.us		5. Grant Start Date: October 01, 2013		6. Grant End Date: September 30, 2016	
7. Department Program Manager/phone/email: Tim Cook, (253) 512-7467 tim.cook@mil.wa.gov		8. Data Universal Numbering System 071850283		9. UBI # (state revenue): 036-001-852	
10. Funding Authority: Washington State Military Department (the "Department"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: EMS-2013-GR-0001		12. Program Index # 773CJ	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.047 (PDM)		14. TIN or SSN: 91-6015119
15. Service Districts: (BY LEGISLATIVE DISTRICT): 8th (BY CONGRESSIONAL DISTRICT): 4th		16. Service Area by County: Benton County		17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			19. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			21. Contractor Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER		
22. BRIEF DESCRIPTION: FEMA's Pre-Disaster Mitigation program provides grants for mitigation planning and cost-effective mitigation projects to reduce the overall risk to the population and structures from the effects of future disasters. Title: <u>City of Richland- Yakima River Water Line Crossing.</u> This project will relocate a municipal water pipeline from its current location in the Yakima River to a new location on a bridge structure. This grant will provide funds to the SUB-GRANTEE for the herein proposed project as noted in Certification and Assurances (Attachment 3); Statement of Work (Attachment 4); Project Development Schedule (Attachment 5); Project Budget (Attachment 6); and the FEMA approved project application, which are incorporated herein by this reference.					
IN WITNESS WHEREOF, the Department and SUB-GRANTEE acknowledge and accept the terms of this Grant Agreement, exhibits, references and attachments hereto and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Certification and Assurances (Attachment 3), and any other exhibits, attachments or references govern the rights and obligations of both parties to this Grant Agreement.					
In the event of an inconsistency in this Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <ol style="list-style-type: none"> 1. Applicable Federal and State Statutes and Regulations 2. Statement of Work and/or Project Description as outlined in FEMA approved Project Application 3. Special Terms and Conditions 4. General Terms and Conditions, and, 5. Other provisions of the contract incorporated by reference. This Grant Agreement, including all attachments, contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.					
WHEREAS, the parties hereto have executed this Grant Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUB-GRANTEE:		
_____ Signature		_____ Date	_____ Signature		_____ Date
Richard A. Woodruff, Contracts Administrator Washington State Military Department			Cynthia D. Johnson City Manager		
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz (Signature on file) 3/29/2011 Assistant Attorney General			APPROVED AS TO FORM: _____ SUB-GRANTEE's Legal Review Date		

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I – COMPENSATION SCHEDULE:

1. PROJECT FUNDING

The DEPARTMENT will administer the Pre-Disaster Mitigation grant program and will pass through the federal match. The SUB-GRANTEE will commit the required local match.

- a. The total cost of the project for the purposes of this Grant Agreement is **\$2,657,735.00** dollars; PROVIDED that, if the total cost of the project when completed, or when this Grant Agreement is terminated, is actually less than above, the actual cost shall be substituted herein.
- b. The value of the contributions by the SUB-GRANTEE to the project shall be **\$664,433.75** dollars, or **25%** percent, at minimum, of the total project cost. The SUB-GRANTEE'S contributions may be cash or in-kind, must be from a non-federal source, must be reasonable, allowable, allocable, and must comply with all Federal requirements and regulations.
- c. When the DEPARTMENT enters into an agreement with the Federal Emergency Management Agency (FEMA) to contribute federal funds to this project, that federal contribution will be **\$1,993,301.25** dollars, or **75** percent of the total project cost, whichever is less.
- d. The DEPARTMENT shall not be obligated to pay any amount beyond that set out in Subsection c above, unless that additional amount has been approved in advance by both the DEPARTMENT and SUB-GRANTEE and is incorporated by written amendment into this Grant Agreement.
- e. Except as provided in Article I, 1. g. of this Agreement, some flexibility to shift funds between budget categories is allowed as follows: Transfer of funds between total direct cost categories in the approved budget will not be reimbursed without the prior written authorization of the DEPARTMENT and FEMA when such cumulative transfers among those approved cost categories exceed 10 percent of the total budget. Approved budget categories are as specified or defined in the Project Budget, Attachment 6.
- f. Shall comply with 31 CFR 205.6, Funding Techniques.
- g. The SUB-GRANTEE shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.
- h. The SUB-GRANTEE agrees that the mitigation grant funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same purpose from any other source. The SUB-GRANTEE will pursue full payment of eligible insurance benefits for properties covered in a project under this Grant Agreement. The SUB-GRANTEE will repay any mitigation grant funds that are duplicated by other benefits, funds, or insurance proceeds.

2. GRANT AGREEMENT PERIOD

Activities payable under this Grant Agreement and to be performed by the SUB-GRANTEE under this Grant Agreement shall be those following the obligation of federal funds on **October 01, 2013** and shall terminate **September 01, 2016**. This period shall be referred to herein as the Grant Agreement Period and/or Period of Performance, unless expressly stated otherwise. Costs incurred during the Grant Agreement Period shall be costs incurred after effective date of the Grant Agreement Period.

- a. The SUB-GRANTEE shall complete the project as described in the FEMA approved project application **PDMC-PJ-10-WA-2007-003**, incorporated herein by reference, and described in Attachments #4, #5 and #6. In the event of extenuating circumstances, the SUB-GRANTEE may request, in writing, that the DEPARTMENT extend the deadline for Grant Agreement completion. The DEPARTMENT may, in its sole discretion, extend the deadline. Refer to Attachment 2, General Terms and Conditions Section A.4 for Amendments and Modifications.
- b. No expenditure made, or obligation incurred, following the Grant Agreement Period shall be eligible, in whole or in part, for grant funds. In addition to any remedy the DEPARTMENT may have under this Grant Agreement, the amounts set out in Article I, section 1. **Project Funding**, above, may be reduced to exclude any such expenditure from participation.

- c. Failure to complete the project in a timely manner, as outlined in Attachment 5, is a material breach of this Grant Agreement. Refer to Attachment 2, **General Terms and Conditions Section A.31, A.32, and A.33** for termination and other remedies.

3. PROJECT PAYMENT(S)

The DEPARTMENT, (using disaster funds from PL 93-288, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, and the State of Washington, for the Hazard Mitigation Grant Program) (using mitigation funds from the Pre-Disaster Mitigation grant program, authorized by Section 203 of the Stafford Act, 42 U.S.C. 5133) (using mitigation funds from the Flood Mitigation Assistance grant program, authorized under Section 1366 of the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4140c) (using mitigation funds from the Repetitive Flood Claims grant program, as authorized under Section 1323 of the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4030) (using mitigation funds from the Severe Repetitive Loss grant program, as authorized under Section 1361A of the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4102a), shall issue payments to the SUB-GRANTEE as follows:

- a. Payment for eligible, reimbursable work completed and billed on an A-19, Voucher Distribution, upon receipt of acceptable documentation, to include, but not limited to, copies of dated receipts and invoices for all goods and services purchased, dated invoices on vendor letterhead from all contractors and subcontractors for work completed, tracking of staff time spent on the project through timesheets or other documentation approved by the DEPARTMENT, sign-in/sign-out sheets for donated personnel and/or volunteer time spent on the project, and documentation tracking in-kind contributions of personnel, equipment and supplies, if used on the project.
- b. The DEPARTMENT reserves the right to withhold disbursement of up to 10 percent of the total project funding, as specified in Article I, section 1, Project Funding, to the SUB-GRANTEE until the project has been completed and given final approval by the DEPARTMENT.
- c. Final Payment: Final payment of any remaining, or withheld, funds will be made within 60 days after submission by the SUB-GRANTEE of the final report, an A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT.

Final payment by the DEPARTMENT also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.

ARTICLE II – DOCUMENTATION

The SUB-GRANTEE is required to retain all documentation which adequately identifies the source and application of all mitigation grant funds for six years following the closure of this grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

ARTICLE III – REPORTS:

1. In addition to the reports as may be required elsewhere in this Grant Agreement, the SUB-GRANTEE shall promptly prepare and submit the following reports to the DEPARTMENT's Key Personnel:
 - a. Quarterly progress reports, no later than the 15th day following the end of the fiscal quarter, indicating the status of the project, to include a brief narrative on progress during the quarter. The report shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project, and whether cost under runs or over runs are expected. In addition, the SUB-GRANTEE should note any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUB-GRANTEE until a complete quarterly report is received by the DEPARTMENT.
 - b. A final report when the project is completed, prematurely terminated, or project assistance is terminated. The report shall include a final accounting of all expenditures and a description of work accomplished. If the project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed project. The report shall account for all expenditures not previously reported and shall include a summary for the entire project.

ARTICLE IV – TIME EXTENSIONS

A time extension request for Grant Agreement completion must be submitted by the SUB-GRANTEE to the DEPARTMENT no later than **90 days** before the end of the Period of Performance. A time extension request must be in writing and identify the project, the reason the project has not been completed within the approved Period of Performance, a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to timely submit a complete time extension request may result in denial of the time extension and loss of funding for the project.

ARTICLE V – SUBRECIPIENT MONITORING:

1. The DEPARTMENT may engage in the following to monitor the use of Project Funding and project activities by the SUB-GRANTEE under this Grant Agreement during the Period of Performance and for the life of any equipment purchased under this Grant Agreement for compliance with federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. As a subrecipient of federal financial assistance under Circular A-133, the Sub-grantee shall complete and return to the Department Attachment 6 “OMB Circular A-133 Audit Certification Form” with the signed Grant Agreement and each fiscal year thereafter until the Grant Agreement is closed, which Form is incorporated in and made a part of this Agreement.
2. Monitoring activities may include, but are not limited to:
 - a. The APPLICANT agrees to:
 - Comply with all funding conditions of an approved project, grant award, and Grant Agreement.
 - Provide financial documentation to support requests for payments.
 - Maintain records and documentation that adequately identify and directly support a project’s eligible costs consistent with the FEMA approved Project Application. Pro-rate or percentage costs are not eligible for reimbursement
 - Cooperate with and participate in any scheduled or unscheduled monitoring or evaluation activities conducted by the DEPARTMENT, FEMA, or their representatives, that are pertinent to this Grant Agreement or approved Project Worksheets.
 - Provide the DEPARTMENT with all documentation required to complete evaluations of eligible costs, and provide additional documentation that the DEPARTMENT or FEMA may request as a result of a monitoring visit, review or further evaluation of supporting financial documentation and/or reports. If requested documentation is not provided, specific costs associated with the project may be determined to be ineligible.
 - Submit a request for time extension not later than two weeks before the end of the project’s period of performance.
 - Immediately notify the DEPARTMENT if a change order is required or the scope of work changes in an approved project.
 - Submit quarterly reports to the DEPARTMENT.
 - Submit project completion certifications as required for projects.
 - b. The DEPARTMENT agrees to:
 - Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
 - Conduct site visits during the project construction / implementation, as necessary.
 - Regularly review the APPLICANT’s financial documentation to confirm compliance with state and federal rules, authorities, and policies.
 - Issue reimbursement per the process described in Article I.3 Project Payments, of the Special Terms and Conditions. Reimbursement is contingent upon the DEPARTMENT’S determination that all costs are eligible based upon an evaluation and review of the APPLICANT’S financial documentation.
 - Work with the APPLICANT to resolve any issues identified during the monitoring process.

- Review and respond appropriately to the APPLICANT's requests for time extensions and changes to the scope of work for an approved project.
3. As a subrecipient of federal funds, the SUB-GRANTEE is required to meet or exceed the monitoring activities, as outlined above, for all contractors, consultants, and subrecipients who receive pass-through funding from this Grant Agreement.

ARTICLE VI – CLOSE-OUT

To initiate close-out, the SUB-GRANTEE is required to certify in writing the date completed and total amount expended on the project on FINAL PROJECT REPORT form to the DEPARTMENT. After receipt of the FINAL PROJECT REPORT form, the DEPARTMENT will conduct a site inspection and review supporting documentation for compliance with the requirements of the Grant Agreement.

Prior to project close-out, the SUB-GRANTEE shall provide the DEPARTMENT with acceptable documentation supporting compliance with the Grant Agreement. General documentation supporting compliance with the Grant Agreement typically includes, but is not limited to, the following:

- Photographs of the structures or properties involved in the project **prior** to project implementation **and after** project implementation.
- Digital geospatial coordinates (latitude and longitude) for each structure with an accuracy of ± 20 meters (64) feet.
- Certificate of occupancy or equivalent documentation from the appropriate regulatory authority for each structure to certify it is code-compliant.
- Certification that the SUB-GRANTEE has met the environmental and historic preservation conditions of the grant award as described in this Grant Agreement.
- Copies of all compliance and consultation documentation required by the grant award as described in the Grant Agreement (e.g., coastal zone management consistency determination from Department of Ecology).
- Copies of all documentation related to inspection for and removal and disposal of asbestos and other hazardous materials from each property. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

Specific additional documentation requirements for projects to acquire properties for open space include, but are not limited to, the following:

- Signed Statement of Voluntary Participation from owner of each acquired property.
- Documentation of dates of acquisition and structure demolition or removal from property for each property.
- Copy of recorded open space deed restrictions for each acquired property.
- Copy of AW-501 form filed with National Flood Insurance Program for each acquired repetitive loss property.
- Documentation of consultation with Army Corps of Engineers and State Department of Transportation regarding future use of each property.

Specific additional documentation requirements for projects to elevate structures above the base flood elevation include, but are not limited to, the following:

- Photographs of the structures prior to elevation, and front, rear and side photos post-elevation.
- Copies of the pre-project elevation certificate for each structure, or documentation of methodology used to calculate the first-floor elevations.
- Copies of the post-project elevation certificate for each structure.
- Copies of certificate of occupancy for each elevated structure to certify that it is code compliant.
- Certification by an engineer, floodplain manager or other senior official of the SUB-GRANTEE that each completed structural elevation is in compliance with local ordinances and National Flood Insurance Program regulations and technical bulletins.
- Copy of AW-501 form filed with National Flood Insurance Program for each elevated repetitive loss property.
- Copies of proof of flood insurance for each elevated structure.

- Copies of the recorded deed restriction related to maintenance of flood insurance for each property within the Special Flood Hazard Area.

The DEPARTMENT will consult with the SUB-GRANTEE regarding other documentation requirements of the Grant Agreement throughout the Period of Performance.

ARTICLE VII - KEY PERSONNEL:

1. The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUB-GRANTEE:

Name: **Jeffrey R. Peters, P.E.**

Title: Transportation & Development Manager

E-mail address: jpeters@ci.richland.wa.us

Phone Number: (509) 942-7504

DEPARTMENT:

Staff name: **Timothy J. Cook**

State Hazard Mitigation Programs Manager

tim.cook@mil.wa.gov

(253) 512-7467

ARTICLE VIII – ADMINISTRATIVE AND /OR FINANCIAL MANAGEMENT AND ACCOUNTING:

1. The SUB-GRANTEE shall comply with all applicable state and federal laws, regulations, and program guidance. A non-exclusive list of laws and regulations commonly applicable to FEMA grants are listed here for reference only, and include but are not limited to, the following:

- Title 44 Code of Federal Regulations (CFR) Part 206, Subpart N (206.430- .440), Hazard Mitigation Grant Program.
- Title 44 CFR Parts 7, 9, 10, 13, 17, 18, 59, and 60.
- Title 44 CFR Part 79, Flood Mitigation Grants.
- Title 44 CFR Part 80, Property Acquisition and Relocation for Open Space.
- *Hazard Mitigation Assistance Unified Guidance*, FEMA, revised 2013.

2. The SUB-GRANTEE shall comply with OMB Circulars as applicable to their organization, including but not limited to the following:

- Cost Principles
 - 2 CFR Part 220 – OMB Circular A-21, as revised, Cost Principles for Educational Institutions
 - 2 CFR Part 225 – OMB Circular A-87, as revised, Cost Principles for State, Local and Indian Tribal Governments.
 - 2 CFR Part 230 – OMB Circular A-122, as revised, Cost Principles for Non-Profit Organizations
- Administrative Requirements
 - OMB Circular A-102, as revised, Grants and Cooperative Agreements with State and Local Governments
 - 2 CFR Part 215 – OMB Circular A-110, as revised, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- Audit Requirements
 - OMB Circular A-133, as revised, Audits of States, Local Governments, and Non-Profit Organizations.

4. The Sub-grantee shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department Attachment 7 attached to and made a part of this Agreement.

ARTICLE IX – ADDITIONAL SPECIAL CONDITIONS

1. CONSTRUCTION DOCUMENTS, CONTRACTS, CHANGE ORDERS

- a. Construction Document Approval: The SUB-GRANTEE agrees to submit one copy of all construction plans and specifications to the DEPARTMENT for review and approval **prior to** solicitation of bids for construction. Review by the DEPARTMENT will be for compliance with the terms of this Grant Agreement.
- b. Construction Contracts: Construction contracts shall be awarded through a process of competitive bidding, if required by federal, state and local law (see Section 3. Procurement, Article IX Additional Special Conditions). Copies of all bids and contracts awarded shall be submitted to the DEPARTMENT upon request. Where all bids are substantially in excess of project estimates, the DEPARTMENT may, by notice in writing, suspend the project for determination of appropriate action, which may include termination of the Grant Agreement.
- c. Construction Change Order: All change orders must be in writing and shall be submitted to the DEPARTMENT. The SUB-GRANTEE shall pay any increase in the cost of the project as the result of a change order, unless the DEPARTMENT has agreed to the change, with a written amendment to this Grant Agreement.

2. PROCUREMENT

The SUB-GRANTEE shall comply with the requirements of 44 CFR Part 13, section 13.36, Procurement, when procuring services, supplies, and property funded by this grant agreement. 31 CFR Part 205 Rules and Procedures for Efficient Federal-State Funds Transfers. The SUB-GRANTEE must use its own procurement procedures which reflect applicable State and local laws and regulations, **provided** that the procurements conform to applicable Federal law and the standards identified in 44 CFR Part 13, section 13.36. Depending upon the scale of the procurement and the type of services or property to be procured under this grant agreement, the SUB-GRANTEE must use one of the following for its procurement:

- a. Small purchases. The SUB-GRANTEE shall obtain price or rate quotations from an adequate number of qualified sources for securing services, supplies, or other property that do not cost more than the federal simplified acquisition threshold, currently set at \$100,000.
- b. Sealed bids (formal advertising). The SUB-GRANTEE shall publicly solicit and award a firm-fixed-price contract (lump sum or unit price) to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.
- c. Competitive proposals. The SUB-GRANTEE, when conditions are not appropriate for the use of sealed bids, shall solicit competitive proposals when more than one source is submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded.
- d. Non-competitive proposals. The SUB-GRANTEE may procure services or property through solicitation of a proposal from only one source, or after solicitation of a number of sources if competition is determined inadequate. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals, and one of the following circumstances applies: the item is available only from a single source; the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; the DEPARTMENT authorizes noncompetitive proposals; or competition is determined inadequate after solicitation of a number of sources.

The SUB-GRANTEE must maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The SUB-GRANTEE will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The SUB-GRANTEE will maintain records sufficient to detail the significant history of the procurement. These records will include, but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

The SUB-GRANTEE will conduct all procurement transactions in a manner providing full and open competition consistent with the standards of 44 CFR Part 13, section 13.36.

The DEPARTMENT reserves the right to review the SUB-GRANTEE'S procurement plans and documents, and require the SUB-GRANTEE to make changes to bring its plans and documents into compliance with the requirements of 44 CFR Part 13.36. The SUB-GRANTEE must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUB-GRANTEE and DEPARTMENT to make a determination on eligibility of project costs.

3. ACQUISITION AND MANAGEMENT OF EQUIPMENT

The SUB-GRANTEE agrees that all equipment purchased under this Grant Agreement will be recorded and maintained in the SUB-GRANTEE'S equipment inventory system, in compliance with 44 CFR 13.32, Equipment.

- a. Upon successful completion of the terms of this Grant Agreement, all equipment purchased through this Grant Agreement will be owned by the SUB-GRANTEE.
- b. The SUB-GRANTEE shall be responsible for any and all operation and maintenance expenses and for the safe operation of their equipment including all questions of liability.
- c. The SUB-GRANTEE shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
- d. Records for equipment shall be retained by the SUB-GRANTEE for a period of six years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the SUB-GRANTEE until all litigation, claims, or audit findings involving the records have been resolved.
- e. The SUB-GRANTEE shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the SUB-GRANTEE to determine the cause of the difference. The SUB-GRANTEE shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- f. The SUB-GRANTEE shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated.
- g. The SUB-GRANTEE will develop adequate maintenance procedures to keep the property in good condition.
- h. If the SUB-GRANTEE is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- i. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:
 - i. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the SUB-GRANTEE with no further obligation to the awarding agency.
 - ii. Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the SUB-GRANTEE shall compensate the Federal-sponsoring agency for its share.
- j. As a subrecipient of federal funds, the SUB-GRANTEE must pass on equipment management requirements that meet or exceed the requirements outlined above for all contractors, consultants, and subrecipients who receive pass-through funding from this grant agreement.

Washington State Military Department
GENERAL TERMS AND CONDITIONS
Mitigation Grants

A.1 DEFINITIONS

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

- a. "**Department**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
- b. "**Sub-grantee**" means the government or other eligible legal entity to which a sub-grant is awarded and which is accountable to the Grantee for the use of the funds provided under this Grant Agreement, and includes all employees of the Sub-grantee and any sub-contractor retained by the Sub-grantee as permitted under the terms of this Grant Agreement. The term "Sub-grantee" and "Contractor" may be used interchangeably in this Agreement.
- c. "**Sub-grantee Agent**" means the official representative and alternate designated or appointed by the Sub-grantee in writing and authorized to make decisions on behalf of the Sub-grantee.
- d. "**Grantee**" means the government to which a grant is awarded and which is accountable for the use of the funds provided. The Grantee is an entire legal entity even if only a particular component of the entity is designated in the grant award document. For the purpose of this Grant Agreement, the state of Washington is the Grantee. The Grantee and the DEPARTMENT are one and the same.
- e. "**Monitoring Activities**" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, authorities and policies.
- f. "**Investment Justification**" means grant application investment justification submitted by the sub-grantee describing the project for which federal funding is sought and provided under this Grant Agreement. Such grant application investment justification is hereby incorporated into this Grant Agreement by reference.
- g. "**PL**" – is defined and used herein to mean the Public Law.
- h. "**CFR**" – is defined and used herein to mean the Code of Federal Regulations.
- i. "**OMB**" – is defined and used herein to mean the Office of Management and Budget.
- j. "**WAC**" – is defined and used herein to mean the Washington Administrative Code.
- k. "**RCW**" – is defined and used herein to mean the Revised Code of Washington.

A.2 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities, as subrecipients of a federal award, that expend **\$500,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, and further amended June 26, 2007). Non-federal entities that spend less than **\$500,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular A-133. As defined in Circular A-133, the term "non-federal entity" means a State, local government, or non-profit organization, and the term "State" includes Indian tribes. Circular A-133 is available on the OMB Home Page at <http://www.omb.gov>.

SUB-GRANTEES that qualify as subrecipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The SUB-GRANTEE has the responsibility of notifying its auditor and requesting an audit in compliance with Circular A-133, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by Circular A-133.

The SUB-GRANTEE shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records.

The SUB-GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The SUB-GRANTEE must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the

date of request. The DEPARTMENT reserves the right to recover from the SUB-GRANTEE all disallowed costs resulting from the audit.

Once the single audit has been completed, the SUB-GRANTEE must send a full copy of the audit to the DEPARTMENT and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The SUB-GRANTEE must send the audit and the letter no later than nine (9) months after the end of the SUB-GRANTEE's fiscal year(s) to:

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

In addition to sending a copy of the audit, the SUB-GRANTEE must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

If SUB-GRANTEE claims it is exempt from the audit requirements of Circular A-133, SUB-GRANTEE must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUB-GRANTEE fiscal year(s) to:

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUB-GRANTEE shall include the above audit requirements in any sub-contracts.

Conducting a single or program-specific audit in compliance with Circular A-133 is a material requirement of this Grant Agreement. In the absence of a valid claim of exemption from the audit requirements of Circular A-133, the SUB-GRANTEES failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with Circular A-133; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.3 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. SUB-GRANTEE shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.4 AMENDMENTS AND MODIFICATIONS

The SUB-GRANTEE or the DEPARTMENT may request, in writing, an amendment or modification of this Grant Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUB-GRANTEE. No other understandings or agreements, written or oral, shall be binding on the parties.

A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

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

A.6 ASSURANCES

DEPARTMENT and SUB-GRANTEE agree that all activity pursuant to this Grant Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Grant Agreement, the SUB-GRANTEE certifies that the SUB-GRANTEE is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

If requested by the DEPARTMENT, the SUB-GRANTEE shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the SUB-GRANTEE for this Grant Agreement shall be incorporated into this Grant Agreement by reference.

Further, the SUB-GRANTEE agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUB-GRANTEE certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUB-GRANTEE may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUB-GRANTEE also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 10 CFR Part 601, the Sub-grantee hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Sub-grantee to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant Agreement, grant, loan, or cooperative agreement, the Sub-grantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Sub-grantee will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUB-GRANTEE and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of the SUB-GRANTEE's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Grant Agreement in whole or in part in its sole discretion. The SUB-GRANTEE is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, OMB Circular or policy.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUB-GRANTEE or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUB-GRANTEE who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The SUB-GRANTEE shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUB-GRANTEE's responsibilities with respect to services provided under this Grant Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Grant Agreement.

To the extent allowed by law, the SUB-GRANTEE, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUB-GRANTEE, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Grant Agreement.

To the extent allowed by law, the SUB-GRANTEE further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUB-GRANTEE, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUB-GRANTEE, or SUB-GRANTEE's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUB-GRANTEE Agent or Alternate for the SUB-GRANTEE Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement.

Any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives.

Further, only the Authorized Signature representative or Alternate for the SUB-GRANTEE shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the SUB-GRANTEE an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the SUB-GRANTEE.

A.17 NONDISCRIMINATION

The SUB-GRANTEE shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Grant Agreement.

A.18 NOTICES

The SUB-GRANTEE shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The SUB-GRANTEE represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUB-GRANTEE's performance under this Grant Agreement. To the extent allowed by law, the SUB-GRANTEE further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUB-GRANTEE to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUB-GRANTEE. The SUB-GRANTEE shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

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

A.22 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. APPLICANT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law. APPLICANT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the APPLICANT through this contract. The monitoring, auditing or investigating may include but is not limited to “salting” by the DEPARTMENT. APPLICANT shall certify return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The APPLICANT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the APPLICANT’s unauthorized use of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.23 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.24 PUBLICITY

The SUB-GRANTEE agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Grant Agreement wherein the DEPARTMENT’s name is mentioned or language used from which the connection of the DEPARTMENT’s name may, in the DEPARTMENT’s judgment, be inferred or implied. The SUB-GRANTEE agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUB-GRANTEE may copyright original work it develops in the course of or under this Grant Agreement; however, pursuant to 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Grant Agreement shall include an acknowledgement of FEMA’s financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA’s views.

A.25 RECAPTURE PROVISION

In the event the SUB-GRANTEE fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Grant Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Grant Agreement termination. Repayment by the SUB-GRANTEE of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees.

A.26 RECORDS

- a. The SUB-GRANTEE agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUB-GRANTEE's contracts, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Grant Agreement (the "records").
- b. The SUB-GRANTEE's records related to this Grant Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUB-GRANTEE with the terms of this Grant Agreement and to determine the appropriate level of funding to be paid under the Grant Agreement.
- c. The records shall be made available by the SUB-GRANTEE for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUB-GRANTEE's normal working day.
- d. The SUB-GRANTEE shall retain and allow access to all records related to this Grant Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Grant Agreement.

A.27 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUB-GRANTEE with the project/statement of work/work plan (project) by providing grant funds pursuant to this Grant Agreement, the project itself remains the sole responsibility of the SUB-GRANTEE. The DEPARTMENT undertakes no responsibility to the SUB-GRANTEE, or to any third party, other than as is expressly set out in this Grant Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUB-GRANTEE, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUB-GRANTEE shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUB-GRANTEE shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUB-GRANTEE in connection with the project. The SUB-GRANTEE shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.28 SEVERABILITY

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

A.29 SUB-CONTRACTING

The SUB-GRANTEE shall use a competitive procurement process in the award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, or with OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE.

Sub-Grantees must comply with the following provisions regarding procurement, and all Sub-Grantee contracts with sub-contractors or sub-recipients must contain the following provisions regarding procurement, per 44 CFR Part 13.36(i):

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (All contracts more than the simplified acquisition threshold).
2. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees).
4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair).
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub-grantees when required by Federal grant program legislation).
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (All contracts, sub-contracts, and sub-grants of amounts in excess of \$100,000).
13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The DEPARTMENT reserves the right to review the Sub-Grantee procurement plans and documents, and require the Sub-Grantee to make changes to bring its plans and documents into compliance with the requirements of 44 CFR Part 13.36. The Sub-Grantee must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Sub-Grantee and DEPARTMENT to make a determination on eligibility of project costs.

All sub-contracting agreements entered into pursuant to this Grant Agreement shall incorporate this Grant Agreement by reference.

A.30 SUB-GRANTEE NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The SUB-GRANTEE, and/or employees or agents performing under this Grant Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUB-GRANTEE will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Grant Agreement, nor will the SUB-GRANTEE make any claim, demand,

or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Grant Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUB-GRANTEE is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Grant Agreement.

A.31 TAXES, FEES AND LICENSES

Unless otherwise provided in this Grant Agreement, the SUB-GRANTEE shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUB-GRANTEE or its staff required by statute or regulation that are applicable to Grant Agreement performance.

A.32 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Grant Agreement, the SUB-GRANTEE may terminate this Grant Agreement by providing written notice of such termination to the DEPARTMENTS's Key Personnel identified in the Grant Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Grant Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Grant Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUB-GRANTEE. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the SUB-GRANTEE from incurring additional obligations of funds. In the event of termination, the SUB-GRANTEE shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

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

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

The DEPARTMENT reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the SUB-GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUB-GRANTEE, if allowed, or pending a decision by the DEPARTMENT to terminate the Grant Agreement in whole or in part.

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

and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUB-GRANTEE: (1) was not in default or material breach, or (2) failure to perform was outside of the SUB-GRANTEE's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Grant Agreement, the SUB-GRANTEE shall follow any procedures specified in the termination notice. Upon termination of this Grant Agreement and in addition to any other rights provided in this Grant Agreement, the DEPARTMENT may require the SUB-GRANTEE to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated.

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

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUB-GRANTEE for termination. The DEPARTMENT may withhold from any amounts due the SUB-GRANTEE such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Grant Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUB-GRANTEE shall:

- a. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Grant Agreement except as may be necessary for completion of such portion of the work under the Grant Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUB-GRANTEE under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Grant Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Grant Agreement which is in the possession of the SUB-GRANTEE and in which the DEPARTMENT has or may acquire an interest.

A.35 TRAVEL AND SUBSISTENCE REIMBURSEMENT

Unless the Grant Agreement specifically provides for different rates, any travel or subsistence reimbursement allowed under the Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The SUB-GRANTEE may be

required to provide to the Department copies of receipts for any travel related expenses other than meals and mileage (example: parking) that are authorized under this Agreement.

A.36 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUB-GRANTEE is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Grant Agreement. The SUB-GRANTEE may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.37 WAIVERS

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

A.38 VENUE

This Grant Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Grant Agreement shall be the Superior Court of Thurston County, Washington. The SUB-GRANTEE, by execution of this Grant Agreement acknowledges the jurisdiction of the courts of the State of Washington.

APPROVED GT&C 9/16/13

CERTIFICATION AND ASSURANCES**FEMA Form 20-16B: Assurances – Construction Programs**

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 assistance awarding agencies may require SUB-GRANTEES to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the SUB-GRANTEE, I certify that the SUB-GRANTEE:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the nonfederal share of project costs) 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 assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without prior permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. 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.
8. Will comply, as applicable, with the Intergovernmental Personnel Act of 1970 (42 USC Sections 4701 et seq.) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
9. Will comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 USC chapter 63), as amended.
10. Will comply, as applicable, with all state and federal statutes, regulations and executive orders relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC Section 2000d) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 USC Sections 1681 et seq.), which prohibits discrimination on the basis of sex; (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§1681 et seq.), which prohibits discrimination on the basis of sex; (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794), which prohibits discrimination on the basis of disability; (d) Section 504 of the Rehabilitation Act of 1973 (PL 93-112), as amended (29 USC Section 794), which prohibits discrimination on the basis of disabilities; (e) the Age Discrimination Act of 1975, as amended (42 USC Sections 6101 et seq.), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) 42 USC Section 290-dd-2, as amended, relating to confidentiality of substance

abuse patient records; (i) the Fair Housing Act (42 USC Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101-12213) which prohibits discrimination on the basis of disability; and (k) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (l) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, as applicable, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), as amended, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply, as applicable, with the provisions of the Hatch Act (5 USC Sections 1501 et seq.), as amended, which limit the political activities of certain employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with labor and wage provisions related to certain federally assisted contracts (e.g., the wage rate requirements in the Davis-Bacon Act, 40 USC Sections 3141 et seq., as amended, the Copeland Anti-Kickback provisions in 40 USC Section 3145 and 18 USC Section 874, as amended, and the Contract Work Hours and Safety Standards in 40 USC Sections 3701 et seq.).
14. Will comply, as applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234), as amended.
15. Will comply, as applicable, with Sections 1361(A) (42 USC 4104c), of the National Flood Insurance Act of 1968 (42 U.S.C. 4001, et seq. -"NFIA" or "the Act"), as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the BunnIng-Bereuter-Biumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
16. Will comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) protection and enhancement of environmental quality pursuant to the National Environmental Policy Act of 1969 (PL 91-190), as amended, and Executive Order (EO) 11514, as amended; (b) administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to federal contracts, grants, or loans pursuant to EO 11738; (c) environmental justice pursuant to EO 12898; (d) protection of wetlands pursuant to EO 11990, as amended; (e) floodplains management pursuant to EO 11988, as amended; (f) the Coastal Zone Management Act of 1972 (PL 92-583), 16 USC Section 1451 et seq.; (g) Air Quality and Emission Limitations pursuant to 42 USC Section 7401 et seq.; (h) the Safe Drinking Water Act of 1974 (PL 93-523), as amended; and (i) the Endangered Species Act of 1973 (PL 93-205), as amended.
17. Will comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (PL 90-542), 16 USC Section 1271 et seq., as amended.
18. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966 (PL 89-665), as amended, 16 USC Section 470, as amended, EO 11593 (protection and enhancement of the cultural environment), and the Archaeological and Historic Preservation Act, 16 USC Section 469 et seq., as amended.
19. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, the Single Audit Act Amendments of 1996, and applicable OMB Circulars.
20. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations, Circulars, and policies governing or applicable to this program.
21. Will comply, as applicable, with the Federal Fair Labor Standards Act, 29 USC Section 201 et seq..
22. Will obtain approval, if required, by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; will construct the project, or cause it to be constructed, to final completion in accordance with the approved plans and specifications; will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout; and will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

23. Will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.
24. Will require the facility to be designed to comply with the "American Standard Specification for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.- 1961, as modified (41 CFR 101-17.703). The SUB-GRANTEE will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
25. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the SUB-GRANTEE, this assurance obligates the SUB-GRANTEE, or in the case of any transfer of such property, the transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
26. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Nonprofit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

Authorized Signature _____

Authorized SUB-GRANTEE Agent:
(Please Print Name)

Date:

Alternate Authorized Signature _____

Authorized Alternate SUB-GRANTEE Agent:
(Please Print Name)

Date:

STATEMENT OF WORK AND/OR DESCRIPTION OF PROJECT

SUB-GRANTEE: City of Richland
 PROJECT TITLE: Yakima River Water Line Crossing

The purpose of this project is for the City of Richland to design, permit, construct and install two 24-inch water lines under the City's Duportail Bridge across the Yakima River. These new water lines will replace the existing line, which is located on the riverbed. The water line design and installation work will occur in coordination with the Duportail Bridge construction project. A specific and more detailed scope of work is found in the FEMA approved project application, which is incorporated herein by reference.

The City of Richland Agrees To:

1. Comply with the terms of this Agreement and all Attachments, including but not limited to, accomplish tasks and conditions outlined in the Statement of Work and/or Description of Project-Attachment 4, comply with the Project Development Schedule-Attachment 5, and comply with the Project Budget-Attachment 6.
2. Submit quarterly reports that cover the previous three months no later than the 15th of the following month (or the next work day) in January, April, July and October until all requirements are fulfilled. Quarterly reports are required regardless of the level of work completed during the reporting period. Quarterly reports must include sufficient narrative to determine the degree to which the project has been implemented, the estimated time for completion, and significant developments such as delays or adverse conditions that might raise costs or delay completion, as well as favorable conditions allowing lower costs or earlier completion. Failure of the SUB-GRANTEE to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments until a complete quarterly report is received by the DEPARTMENT.
3. Submit pen-and-ink signed, approved invoice vouchers (state form A-19) for eligible, reimbursable work completed, no more frequently than monthly and no less frequently than quarterly. Each billing must identify the task(s) completed and any other funding identification pertinent to the task(s), including match. Supporting documentation is required for all costs, to include tracking of staff time spent on the project through timesheets or other documentation approved by the DEPARTMENT; dated invoices on vendor letterhead from all contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation tracking in-kind contributions of personnel, equipment and supplies, if used on the project. Project costs must be tracked and reported by approved budget cost categories as found in Project Budget, Attachment 6. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19, along with documentation to substantiate all project costs.
4. Return by DEPARTMENT staff of invoices to the SUB-GRANTEE if the SUB-GRANTEE is unable to provide sufficient documentation to staff within 15 calendar days of the staff's written request for additional documentation to support the reimbursement request.
5. Submit a signed final project report before final reimbursement is made by the DEPARTMENT.
6. **PROGRAMMATIC, ENVIRONMENTAL AND HISTORIC PRESERVATION CONDITIONS**

In completing this project, the SUB-GRANTEE must adhere to the following programmatic, environmental and historic preservation conditions:

- a. **Scope of Work Change:** Requests for changes to the Scope of Work after grant award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the application, the feasibility and effectiveness of the project, or reduce the Benefit Cost Ratio below 1.0. Requests must be supported by adequate justification, including a description of the proposed change; a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity.

A proposed change to the approved Scope of Work (as presented in the FEMA approved project application) must be submitted to the DEPARTMENT and FEMA in advance of implementation for re-evaluation for compliance with National Environmental Policy Act (NEPA) and other Laws and Executive Orders. Prior approval for a change to the approved Scope of Work must be obtained from the DEPARTMENT and FEMA before the change is implemented. Failure to obtain prior approval for a revised Scope of Work could result in ineligibility of resulting costs.

- b. Comply with all applicable federal, state and local laws and regulations. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding provided by this Grant Agreement.
- c. Ensure that all completed work is in compliance with applicable state and local buildings codes and flood damage prevention legislation.
- d. Monitor site work during ground-disturbing activities for evidence of potential archaeological resources that are uncovered. SUB-GRANTEE must halt the project in the event historically or archaeologically significant materials or sites (or evidence thereof) are discovered. By way of example, such evidence may include, but is not limited to, artifacts such as arrowheads, bone fragments, pottery shards, and features such as fire pits or structural elements. All reasonable measures must be taken to avoid or minimize harm to such resources until such time as the SUB-GRANTEE notifies the DEPARTMENT, and FEMA, in consultation with the State Historic Preservation Officer (SHPO) and appropriate Native American tribes, determines appropriate measures have been taken to ensure that the project is in compliance with the National Historic Preservation Act. In addition, upon discovery of human skeletal remains, the SUB-GRANTEE is required by state law to notify the county coroner and local law enforcement in the most expeditious manner possible and to immediately stop any activity which may cause further ground disturbance.
- e. Determine the presence of hazardous materials and/or toxic waste, and identifying, handling, managing, abating and disposing of such materials in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies, including but not limited to the Washington Department of Ecology. Such materials may include, but are not limited to, asbestos, lead-based paint, propane cylinders, sand blasting residue, discarded paints and solvents, cleaning chemicals, containers of pesticides, lead-acid batteries, items containing chlorofluorocarbons (CFCs), motor oil and used oil filters, and unlabeled tanks or containers.
- f. Conduct work during the non-flood season as determined by the local floodplain administrator. However, should construction be required during the flood season, as determined by the local floodplain administrator, all construction equipment shall be staged in an area not susceptible to flood events or be readily transportable out of the floodplain to minimize flood damage.
- g. Dispose of all debris at an approved and permitted location. No debris shall be temporarily staged or disposed of in a floodplain and/or a wetland.
- h. Confirm with the State Department of Ecology whether this project will require a consistency determination under the Coastal Zone Management Act. If required, the SUB-GRANTEE shall obtain and comply with all requirements of the determination prior to starting the project.
- i. Select, implement, monitor, and maintain Best Management Practices (BMPs) to control soil erosion and sedimentation, reduce spills and pollution, and provide habitat protection. The acquisition site shall be stabilized from erosion and silt laden runoff by implementing these BMPs and securing the site from transient vehicle access. Any excavation and/or grading shall be done within and/or adjacent to the existing building footprint area and not beyond undisturbed portions of the site.
- j. Resubmit the project to the DEPARTMENT and FEMA for re-evaluation for compliance with national environmental policies if the "Project Limits" (including clearing, excavation, temporary staging, construction, and access areas) extend into: 1) an area not previously identified for environmental and historic preservation review, or 2) previously undisturbed ground. Additionally, all work on the project in these areas must stop until this re-evaluation is completed.
- k. The City shall complete a Letter of Map Revision per the National Flood Insurance Program once the bridge is built.
- l. The City must comply with NMFS 10/10/12 Biological Opinion terms and conditions and the conservation recommendations for endangered species and essential fish habitat when implementing the project.
- m. The City must comply with USFWS 07/06/12 concurrence letter conservation measures during project implementation.
- n. The City shall comply with the FONSI issued by FHWA/WSDOT and USACE.
- o. The City shall implement mitigation measures outlined in Section 5 of the Environmental Assessment.
- p. National Historic Preservation Act Section 106 requirement: All proposed repair and construction activities on buildings listed in or eligible for the National Register of Historic Places (historic properties)

should be done in-kind to match existing materials and form. In-kind means that the result of the proposed activities will match all physical and visual aspects of existing historic materials, including form, color and workmanship. In-kind mortar also will match the strength and joint tooling of existing historic mortar.

- a. Cost overruns in excess of the approval budget are fully the responsibility of the SUB-GRANTEE, including those costs resulting from a change in the Scope of Work.

7. SPECIAL FLOOD HAZARD AREA REQUIREMENTS

For structures that remain in the Special Flood Hazard Area (SFHA) after the implementation of the mitigation project, flood insurance must be maintained for the life of the structure and shall comply with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, Section 582. The SFHA is defined as the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year.

The following requirements apply to any project involving the alteration of existing structures, to include Mitigation Reconstruction projects that are sited within an SFHA.

- a. When the project is implemented, all structures that will not be demolished or relocated out of the SFHA must be covered by a National Flood Insurance Program (NFIP) flood insurance policy to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
- b. The SUB-GRANTEE (or property owner) must legally record with the county or appropriate jurisdiction's land records agency a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. § 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR § 60.3 and City/County Ordinance."

- c. Copies of the recorded notices for each property will be provided to the DEPARTMENT at project closeout.

8. PROVISIONS APPLYING ONLY TO ACQUISITION OF PROPERTIES FOR OPEN SPACE

- a. The SUB-GRANTEE must ensure that prospective participants are informed in writing that property owner participation in this acquisition program is voluntary and that the SUB-GRANTEE will not use its eminent domain authority to acquire the property for the project purposes should negotiations fail.

Copies of the Statement of Voluntary Participation / Notice of Voluntary Interest signed by each participating property owner will be provided to the DEPARTMENT by project close-out.

- b. The SUB-GRANTEE agrees that land acquired for open space purposes under this grant will be restricted in perpetuity to open space uses and will be unavailable for the construction of flood damage reduction levees, transportation facilities, and other incompatible purposes.
- c. The SUB-GRANTEE agrees to prepare, execute and record Deed Restrictions for each affected property utilizing the current Model Deed Restriction provided on the FEMA website at: http://www.fema.gov/government/grant/resources/hma_deed_restriction.shtm, or available from the DEPARTMENT.

Copies of the recorded deed and attached deed restrictions for each property will be provided to the DEPARTMENT by project close-out.

- d. The SUB-GRANTEE accepts all of the requirements of the deed restriction governing the use of the land.
- e. The SUB-GRANTEE ensures that, prior to acquisition of the property, in consultation with the U.S. Army Corps of Engineers, it has addressed and considered the potential future use of these lands for the construction of flood damage reduction levees, has rejected consideration of such measures in the future in the project area, and instead has chosen to proceed with acquisition of permanent open space.

Documentation of this consultation and the SUB-GRANTEE's consideration of this issue will be provided to the DEPARTMENT by project close-out.

- f. The SUB-GRANTEE must, prior to acquisition of the property, consult with the Washington State Department of Transportation to ensure that no future planned improvements or enhancements are under consideration that will affect the proposed project area.

Documentation of this consultation will be provided to the DEPARTMENT by project close-out.

- g. The SUB-GRANTEE will remove existing buildings from acquired properties within 90 days of settlement. The SUB-GRANTEE will provide confirmation to the DEPARTMENT as to the date of demolition of each structure included in the project in its quarterly reports, as well as confirmation that the property has been returned to "natural" or park/open space condition.

The SUB-GRANTEE will provide digital latitude and longitude coordinates and digital photographs of each property site after project implementation to the DEPARTMENT by project close-out.

- h. The SUB-GRANTEE agrees to complete FEMA form AW-501 for each property identified on FEMA's Repetitive Loss list to document completion of mitigation on the property. The form is available on FEMA's Web site at: <http://www.fema.gov/government/grant/resources/aw501ins.shtm>, or available from the DEPARTMENT.

The SUB-GRANTEE will provide a copy of the completed form to the DEPARTMENT by project close-out.

- i. The SUB-GRANTEE agrees to comply with the requirements of 44 CFR § 80.19 Land Use and Oversight, which are incorporated into these conditions by reference. These requirements include, but are not limited to the following (which are described further in Part A, Addendum to the Hazard Mitigation Assistance Unified Guidance, FEMA, issued in 2013):

1. Restriction on future disaster assistance for damages to the property.
2. Lists of allowable open space uses as well as uses generally not allowed on acquired open space land.
3. Provision for salvage of pre-existing structures and paved areas.
4. Requirements pertaining to future transfer of property interest.
5. Requirement for SUB-GRANTEE monitoring and inspection of the acquired property at least every 3 years. The SUB-GRANTEE will provide the DEPARTMENT with a report on the result of the inspection within 30 days of the inspection.
6. Provisions for enforcement of violation of open space requirements.

The Military Department Agrees To:

1. Provide staff coordination and input regarding grant administration for funding and technical assistance for project and reviews for mitigation construction projects, as necessary.
2. Reimburse City of Richland within 30 days of receipt and approval of signed, dated invoice voucher(s) (state form A-19) with sufficient documentation of costs to include completion of tasks to date and dated invoices for goods and services purchased. Costs must be categorized according to the budget item and cost classification shown in the Project Budget, Attachment 6. The DEPARTMENT will return invoices to the SUB-GRANTEE if the SUB-GRANTEE is unable to provide sufficient documentation within 15 calendar days of the Department's written request for additional documentation to support the reimbursement request.
3. Coordinate with the staff of City of Richland to schedule any sub-recipient monitoring, site visits or final inspections by DEPARTMENT staff.

PROJECT DEVELOPMENT SCHEDULE

SUB-GRANTEE: City of Richland
 PROJECT TITLE: Yakima River Water Line Crossing

<i>DESCRIPTION OF ACTIVITY/TASK</i>	<i>SCHEDULED COMPLETION DATE</i>
Final Design, Surveying, Geotechnical Reviews/Reports	May 2014
Purchase Right-Of-Way and/or Permanent Easements	October 2014
Construction	July 2016
Commissioning of Water Line, Documentation Closeout	September 2016
Total Time Required to Complete This Project: 24 months	
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.	January 15, 2014 April 15, 2014 July 15, 2014 October 15, 2014 January 15, 2015 April 15, 2015 July 15, 2015 October 15, 2015 January 15, 2016 April 15, 2016 July 15, 2016 October 15, 2016 January 15, 2017 (Final Report, if not already submitted)

PROJECT BUDGET

SUB-GRANTEE: City of Richland
 PROJECT TITLE: Yakima River Water Line Crossing

<i>APPROVED BUDGET CATEGORY</i>	<i>ESTIMATED COST</i>
Architectural and Engineering	\$150,000
Project Inspection	\$50,000
Construction	\$2,457,735
TOTAL: <u>\$2,657,735</u>	

Tracking and Reporting Project Costs: Project expenses for which reimbursement is sought must be tracked and reported by approved budget cost categories, above. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19. Supporting documentation of all costs shall include, but not be limited to: tracking of staff time spent on the project through timesheets or other similar documentation; dated invoices on vendor letterhead from contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation of in-kind contributions of personnel, equipment and supplies

Final Payment: Final payment of any remaining, or withheld, funds will be made upon submission by the SUB-GRANTEE within 60 days of completion of the project of the final report and an A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT. Final payment also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.

No cost overruns will be funded. If costs exceed the maximum amount of FEMA funding approved, the SUB-GRANTEE shall pay the costs in excess of the approved budget.

OMB Circular A-133 Audit Certification Form

Audits of States, Local Governments, and Non-Profit Organizations

Contact Information	
Subrecipient (Sub-Grantee) Name (Agency, Local Government, or Organization):	
Authorized Financial Official:	
Address:	
Email:	Phone #:

Purpose: As a pass-through agency of federal grant funds, the Washington Military Department/Emergency Management Division (WMD/EMD) is required by Office of Management and Budget (OMB) Circular A-133 to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and ensure that subrecipients expending \$500,000 or more in federal awards during their fiscal year have met the OMB Circular A-133 Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from MIL/EMD as a pass-through entity to carry out a federal program. OMB Circular A-133 can be found at http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf, and it should be consulted when completing this form.

Directions: As required by OMB Circular A-133, non-federal entities that expend \$500,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to A-133 requirements, you must complete Section A of this Form. If your entity **is** required to complete an A-133 Audit, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement contract and every fiscal year thereafter until the grant agreement contract is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of OMB Circular A-133

Our entity is not subject to the requirements of OMB Circular A-133 because (check all that apply):

- We did not expend \$500,000 or more of *total* federal awards during the fiscal year.
- We are a for-profit agency.
- We are exempt for other reasons (describe):

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

SECTION B: Entities that ARE subject to the requirements of OMB Circular A-133

(Complete the information below and check the appropriate box)

- We completed our last A-133 Audit on [enter date]_____ for Fiscal Year ending [enter date]_____. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either enclosed or available online at:

http://www:_____.

- We completed our last A-133 Audit on [enter date]_____ for Fiscal Year ending [enter date]_____. There were findings related to federal awards.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either enclosed or available online at: http://www._____.

- Our completed A-133 Audit will be available on [enter date]_____ for Fiscal Year ending [enter date]_____. We will forward a copy of the audit report to you at that time unless it will be available online at: http://www._____.

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

Signature of Authorized Financial Official: _____ Date: _____

Print Name & Title: _____

WMD Form 1009-13, 8/19/2013

ADDITIONAL AGREEMENT PROVISIONS AND WORKSHEET
For Compliance With The
Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements, and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below \$25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance Subrecipients are **required** by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for *each contract* for the State's submission in to the FFATA portal.

ADDITIONAL PROVISIONS

- A. This grant agreement contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this grant agreement contract, the sub-grantee agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.
- B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.
- C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than \$25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below \$25,000 but subsequent grant modifications result in a total subaward equal to or over \$25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds \$25,000. If the initial subaward equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.
- D. As a Federal grant subawardee under this grant agreement contract, your organization is required by FFATA, OMB Guidance and this grant agreement contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.
 1. Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, <http://www.sam.gov>. WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.
 2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (<http://www.dnb.com>). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.
- E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:

1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and
2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

“Total compensation” for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

- F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization in the table below.

WORKSHEET

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

Signature: _____ **Date:** _____

* Total compensation refers to:

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

Additional Resources:

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

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

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

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



Council Agenda Coversheet

Council Date: 01/21/2014

Category: Consent Calendar

Agenda Item: C4

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: AGREEMENT WITH MR. INSULATION CO., INC. FOR WEATHERWISE PROGRAM PARTICIPATION

Department: Energy Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute an agreement with Mr. Insulation Co., Inc. for participation in the City's Weatherization Program.

Summary:

City authorized contractors install energy conservation improvements for Richland electric customers under the Energy Services Department's energy efficiency Weatherwise Program. Typical energy efficiency improvements include heat pumps, replacement windows, appliances and building insulation.

The agreement specifies program procedures, minimum bonding and insurance requirements, electric heat and conservation improvement requirements, delisting procedures, and other program and regulatory requirements. Mr. Insulation Co., Inc. of Hermiston, Oregon, has met all contractual requirements and with approval will be added as an authorized contractor for the City's Weatherwise Program.

Contractors seeking weatherization work within Richland go through a uniform process to qualify. This process includes satisfactorily completing an application; meeting the licensing, insurance and bonding requirements; fee payment; Energy Services' weatherization program orientation; and introduction to energy efficiency staff. The one-time fee is intended to cover administrative costs. Contractors must maintain their licenses, bonding, and meet other program requirements in order to remain on the list.

After approval by City Council, contractor names are placed on a reference list. Utility customers inquiring about qualified contractors are provided this list of approved contractors. Utility staff makes no recommendations to customers about one contractor compared to another.

Fiscal Impact?

Yes No

Attachments:

1) Proposed Agreement

City Manager Approved:

Johnson, Cindy
Jan 17, 08:51:55 GMT-0800 2014



CITY-AUTHORIZED CONTRACTOR AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2014, between the **City of Richland**, a municipal corporation and city of the first class located in Benton County, Washington, hereinafter referred to as the "City," and **Mr. Insulation Co., Inc.**, hereinafter referred to as "Contractor."

W-I-T-N-E-S-S-E-T-H:

I. Recitals

WHEREAS, the Community directly benefits from promoting energy efficiency within the City's utility service area; and

WHEREAS, effective October 1, 1994, the City entered into the Conservation Resource Acquisition Agreement with the Bonneville Power Administration (BPA) in order to acquire cost-effective conservation resources; and

WHEREAS, the Conservation Resource Acquisition Agreement was superseded by an Energy Conservation Agreement between the City and BPA, effective October 1, 2009, this agreement providing the current legal conditions by which the parties are pursuing cost-effective conservation resources; and

WHEREAS, upon contracting with BPA, the City's Residential Weatherwise Agreement became an extension of the master Conservation Resource Acquisition Agreement and its successor Energy Conservation Agreement; and

WHEREAS, the master Energy Conservation Agreement provides the City with the flexibility to determine the conservation program activities and incentive levels necessary to achieve conservation objectives; and

WHEREAS, conservation objectives are achieved through a three-party contracting effort between the City, a City-Authorized Contractor tasked with performing energy-efficient improvements, and the benefiting property owner;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and the terms and conditions hereof, the parties agree as follows:

II. Agreement

1. Scope of Work - Contractor agrees to furnish all labor, materials, bonding, insurance, supervision and equipment required to install energy conservation measures available through the City's Weatherwise Service. All understandings

related to this scope of work shall be in writing. No verbal agreements between the benefiting property Owner ("Owner"), Contractor, and the City will supersede this Agreement.

2. Duration and Termination - The term of this Agreement shall be for one year from the above date, and shall automatically renew on the annual anniversary date each successive year. Either party may terminate this agreement without cause at any time upon thirty (30) days' written notice to the other party.
 - a. Contractor's failure to respond to any requests made by the City related to insurance requirements or bonding information shall result in immediate termination of this Agreement.
 - b. Contractor is obligated to satisfactorily and timely complete all projects that are in progress as of the date of termination of this Agreement.
3. Procedure - The City and Contractor share the responsibility to market and promote the City's Weatherwise Service.
 - a. The City shall market the Weatherwise Service, including City-Authorized Contractors, through utility billing inserts, radio and print advertising, and other appropriate media. In response to a request for a proposal that resulted from the City's marketing efforts, the Contractor shall promote the benefits of energy efficiency and participation in the City's Weatherwise Service to the Owner. The Contractor may also use its own client lists and sales leads to solicit participation in the Weatherwise Service.
 - b. The Contractor may market the Weatherwise Service and their status as a City-Authorized Contractor. All Contractor marketing and advertising that has any reference to the City's Weatherwise Service or their status as a City-Authorized Contractor shall be submitted to the Energy Services Director (ESD) or designee for advance written approval.
 - c. The Contractor's performance goal shall be to consistently obtain a sales amount equal to, or in excess of, the average Contractor Weatherwise Service sales amount. Achievement of the performance goal will be periodically monitored to determine, in the Energy Service Director's reasonable judgment, if the Contractor has achieved the performance goal. The Contractor shall be required to submit a marketing plan to achieve this goal at the time of execution of this Agreement. The marketing plan shall be subject to City review and acceptance.
 - d. No work will be authorized without the Owner's completion of the City's Weatherwise application, and the Contractor's completion of the City's proposal form. The Contractor and Owner share the responsibility to determine whether the building meets the City's Eligibility Criteria, and to indicate such on the Weatherwise proposal. The Contractor is responsible for identifying and

informing the City and the Owner of all required actions that do not qualify for payment under the Weatherwise Service. The Contractor shall only propose materials and equipment that are pre-approved by the City. Contractor shall not receive any payment under this Agreement until City approves final inspection and acceptance of the work performed.

4. Eligibility Criteria - In order to qualify, a home must have electric heating equipment that meets one of the City's Eligibility Criteria defined in the City's loan application. Further, Owners of residences must receive electric utility service from the City.
5. Energy Conservation Measure Availability - Homes must meet the City's energy conservation measure availability defined in the City's Weatherwise Loan Service Standard Terms and Conditions. The Contractor agrees to restrict its weatherization materials, products, and installation methods to those currently approved by the City.
6. Commencement - Once a signed Owner's Application and City proposal form are received, the City will schedule loan closing with the Owner. The City reserves the right to reject any proposal to perform work under this Agreement at the sole discretion of the City.
 - a. All changes that result in an increase in the bid price or increased scope of work after Notice to Proceed is issued must be approved in writing by the City and the Owner. Reductions in the scope of work and cost may be made, and the Weatherwise Statement may be revised, upon City installation acceptance without requiring a revision to the Loan Agreement.
 - b. Contractor shall not commence work on an Owner's residence until an authorized City representative has issued the Notice to Proceed based on the Owner's acceptance of the City's Application, Contractor's Proposal and City Loan Agreement. No new work may be issued to the Contractor by the City until all jobs which have been in progress for more than one-hundred and twenty (120) days have passed all required inspections. The Contractor's failure to complete all work and obtain City inspection and acceptance within one-hundred and twenty (120) days from the date of the City's Notice to Proceed enables the City and/or Owner to cancel the Loan Agreement without incurring Contractor cancellation costs.
 - c. The City may cancel the Loan Agreement for just cause, and shall not be responsible for any Owner or Contractor damages.
 - d. Prior to the commencement of work, the Owner may request to cancel the Loan Agreement. Such request to cancel shall be submitted to the City in writing. If the Loan Agreement is canceled by the Owner after the City has given notice to proceed to the Contractor, the Owner is responsible to pay any cancellation costs to the Contractor identified in the proposal.

7. Warranty - Contractor warrants that the work and materials furnished under this Agreement shall comply with accepted industry standards and the requirements established by the City. These requirements are included in this Agreement by reference. The City may revise its requirements at any time based on one or more health or safety concerns. All other City requirements may be revised semi-annually.
 - a. If any defect in the Contractor's workmanship or materials is discovered within two (2) years after the completion of any work, the Contractor shall expeditiously remedy, repair, correct, replace or cause to be remedied, repaired, or replaced at the Contractor's expense such defect in materials or workmanship.
 - b. Sealed insulated glass units and heat pumps shall be warranted against failure for a minimum period of five (5) years. Insulation shall be warranted against failure for a minimum of two (2) years. The Contractor shall provide to the City and the Owner a written warranty for the sealed insulated glass units, heat pumps, and insulation.
 - c. The foregoing warranties shall survive any inspection the City may elect to make.

8. Acceptance and Payment - Upon completion of the work, the Contractor will notify the City that the job is complete, and upon inspection approval by the City and acceptance by the Owner, Contractor may then invoice the City for the amount stated in the Notice to Proceed. The Contractor will be paid within thirty (30) days subsequent to City acceptance of the work and after an acceptable detailed invoice has been received by the City. The Contractor shall promptly pay all subcontractors or materials providers employed by the Contractor in connection with installations undertaken pursuant to this Agreement.
 - a. All material and workmanship shall be subject to inspection, examination and testing by duly authorized agents of the City at any time during or after installation of materials. Such inspection will verify the home meets the relevant Eligibility Criteria, and that the energy conservation measures are available and meet all City material and installation requirements. The Owner and Contractor must be present at the time of inspection.
 - b. The City shall have the right to reject defective material and workmanship and/or require its correction without cost or expense to the City or the Owner. Contractor shall be given timely notice of the defect and a reasonable opportunity to cure. In the event the Contractor fails or refuses to correct any defect as set forth herein, the City may, at its option, deduct an equitable amount from any payment owing or to be owed to the Contractor, or take such other steps as it deems appropriate.

- c. The City reserves the right to levy penalty charges for re-inspection due to work or materials failing previous inspection. Charges will be billed to the Contractor on a monthly basis. The City reserves the right to collect re-inspection penalty charges which are outstanding and past due by deducting the amount owing for re-inspection from subsequent payments owed to the Contractor for completed work.
 - d. If the Contractor's work fails to pass on the third inspection, the City may, in consultation with the Owner, determine to correct the work and deduct the cost from the amount due the Contractor.
 - e. The Owner may submit a written complaint within five (5) business days of City inspection acceptance. If an Owner complaint is not received in writing within five business days of City inspection acceptance, the materials and their installation have been accepted by the Owner. If in the opinion of the Energy Services Director a reasonable written complaint is received within this period the City may withhold payment to the Contractor. The Contractor must resolve reasonable Owner written complaints within five business days of receipt. If the Owner and Contractor cannot resolve the complaint within ten business days of City inspection acceptance, the Contractor agrees to relieve the City from all responsibilities including payment under this Agreement.
9. Indemnification/Hold Harmless - The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
10. Waiver of Liens - Contractor understands that the City does not wish construction liens or materialmen's liens to be placed upon the property of participating Owners as a result of any services or materials provided by Contractor pursuant to the City's Weatherwise Service. Therefore, Contractor hereby waives any common law or statutory right it may have to any construction, materialmen, or other lien against such property, and agrees that it will not file, nor by failure to pay any materialmen or subcontractor, cause any other person to file a construction, materialmen, or other lien against the real property owned by participating Owners.

- a. If Contractor does file, or permits to be filed, or by its failure to pay lawful obligations causes to be filed any such lien in contravention of this Agreement, without City approval, the City, without prejudice to any other rights it may have, may take such action it deems necessary or advisable so as to remove any such lien, and Contractor shall reimburse the City for all expenses, including attorney's fees, incurred by the City in resolving the issue of the lien and obtaining or attempting to release the lien.
- b. Advance City permission to file such liens may be obtained on a case by case basis under certain conditions. A contractor's request to file such liens shall be made in writing to the Energy Services Director. The request shall identify a justifiable reason for the lien.

11. Liability Insurance -

- a. *Duty to Obtain*: The Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.
- b. *No Limitation*: Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. *Minimum Scope of Insurance*: Contractor shall obtain insurance of the types described below:
 - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, contractors pollution liability, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability

insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. *Minimum Amounts of Insurance:* Contractor shall maintain the following insurance limits:
- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- e. *Other Insurance Provision:* The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- f. *Acceptability of Insurers:* Companies writing the insurance to be obtained under this Agreement shall be licensed to do business under Chapter 48 RCW. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII, and the ratings shall be indicated on the insurance certificates.
- g. *Verification of Coverage:* Prior to commencement of work, Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor.
- h. *Subcontractors:* The Contractor shall be solely responsible for determining the insurance coverage and limits required, if any, to be obtained by all subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
12. Bonding - In accordance with the Revised Code of Washington (RCW) 39.08 and (where applicable) RCW 60.28, Contractor shall provide the City with a payment bond and a performance bond covering all work performed under this Agreement, in an amount of not less than \$10,000. Each bond shall be executed on the forms

provided by the City, and must be issued by a company registered to do business in the State of Washington.

13. Certifications and Permits - The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules and regulations, and certification requirements, and shall procure and pay for all necessary municipal or other governmental permits, licenses and inspections.
 - a. Heat Pump contractors shall employ a minimum of one Refrigeration Service Engineer's Society (R.S.E.S.) certified employee to maintain its status as a City-Authorized Heat Pump Contractor.
 - b. All Contractors shall request an in-progress inspection from the Energy Services Business Services Division for construction work that may become concealed (e.g., closed-blows and advanced air-sealing).
 - c. Copies of all required permits and certifications, including, but not limited to a City building permit, State electrical permit, Air Pollution Control Authority asbestos abatement permit, and insulation certification shall be attached to the invoice for each completed job.
 - d. In the event the Energy Services Business Services Division inspector does not complete both inspections on behalf of the City, the Contractor will be required to request an inspection from both the City's Building Inspection Division and Business Services Division for all work performed under this Agreement.
14. Subcontractors - The Contractor is solely responsible for identifying and hiring a competent subcontractor to perform subcontracted work. Contractor shall be fully responsible to the City and Owner for acts or omissions of any subcontractor performing any portion of the work under this Agreement, or any person directly or indirectly employed by the Contractor, and nothing contained herein shall create any contractual relationship between subcontractors and the City. Contractor is responsible for ensuring all subcontractors' compliance with the terms of this Agreement, and for immediately addressing issues raised by the City regarding subcontractor performance.
15. Kickbacks - Kickbacks, rebates, price reductions or inducements for participation or non-participation or other non-service benefits from the Contractor to an Owner are strictly prohibited, and such acts may be subject to prosecution or civil action under federal law. Bid rigging or bid collusion may subject the parties to triple damages under federal law in addition to any other penalties prescribed by law.
16. Clean-up - Contractor shall at all times keep Owner's premises and work areas free from accumulation of waste materials or rubbish, and prior to completion of work, remove any rubbish from the premises, including but not limited to tools, scaffolding, equipment, and materials. Upon completion of work, Contractor shall leave the premises in a condition satisfactory to the City and the Owner. In the

event the Contractor fails to comply with any of the foregoing in a prompt and workmanlike manner after reasonable notice, the City may, after such notice, perform the clean-up work and removal at the expense of the Contractor. Expenses associated with the City's clean-up and removal of waste and/or materials on the Contractor's behalf shall be deducted from any balance owing to Contractor for completed work before final payment is made.

17. Independent Contractor - Contractor is an independent contractor. This is no partnership, agency, or employment of contractor relationship between Contractor or any of the Contractor's employees and the City. The parties expressly understand and agree that the equipment used, and the personnel employed by Contractor in performing the work contemplated by this Agreement shall at all times be under the sole and exclusive control of the Contractor. The Contractor shall not create any obligation or assume any responsibility for the City, nor shall the Contractor attempt to bind the City in any way whatsoever; nor shall Contractor represent in any manner that he or she is an agent of the City or associated or affiliated with the City in any capacity other than as an independent contractor. The parties' express intent is that no vicarious liability be created by the contractual relationship between Contractor and the City.
18. Assignment - Contractor shall not assign or transfer any right, title or interest under the terms of this Agreement without the prior written approval of the City.
19. Survival - The provisions covering Warranty, Waiver of Liens and Indemnification shall survive termination, cancellation, or expiration of this Agreement.
20. City-Authorized Contractor List - The City Authorized Contractor List will be posted on the City's website at www.ci.richland.wa.us/EnergyServices as an alphabetized list of authorized contractors.
21. Violations – The following procedure shall be followed for all perceived violations of this Agreement:
 - a. If the City has reason to believe that Contractor is in violation of this Agreement, the Energy Services Director shall promptly notify Contractor in writing of the violation. The written notice shall set forth the nature of the alleged violation and identify the desired remedy.
 - b. Contractor shall respond in writing within thirty (30) days of receipt of such notice. Contractor's response shall either be: 1) an indication and explanation that the violation has been cured, along with any supporting documentation to evidence the cure; or 2) a written cure plan that satisfies the Energy Services Director; or 3) an explanation that refutes the alleged violation with documentation to support Contractor's position that the alleged violation did not occur.

- c. If, after review, the Energy Services Director agrees that no violation occurred, no further action is necessary. However, if, after review, the Energy Services Director determines in his reasonable judgment that the violation has not been cured within the time allowed, and no satisfactory cure plan has been presented and approved, Contractor may be removed from the City-Authorized Contractor list, and City may take any action authorized by law or equity to enforce the terms of this Agreement.
 - d. If the nature of the violation is such that it cannot be fully cured within thirty (30) days due to circumstances beyond Contractor's control, the period of time in which Contractor must cure the violation may be extended in writing by the Energy Services Director for such additional time as is reasonably necessary to complete the cure, provided that: 1) Contractor shall have promptly commenced the cure; and 2) in the Energy Services Director's reasonable judgment, Contractor is diligently pursuing its efforts to cure the violation. If, in the Energy Services Director's reasonable judgment, the violation has not been cured within the extended time allowed, Contractor may be removed from the City-Authorized Contractor list, and City may take any action authorized by law or equity to enforce the terms of this Agreement.
 - e. In the event a Contractor's name is removed from the City-Authorized Contractor list, Contractor may request to be reinstated on the list by curing violation(s) of this Agreement or providing a cure plan that satisfies the Energy Services Director.
 - f. The Energy Services Director may authorize a Contractor who has been voluntarily or involuntarily removed from the City-Authorized Contractor list to complete work under the Weatherwise Service. Such authorization would permit the Contractor to serve owners, but the Contractor would not enjoy the benefits of being listed as a City-Authorized Contractor.
22. Amendments - All amendments to this Agreement, except as identified herein, shall be in writing and signed by both parties. The Weatherwise Material & Installation Specifications, the Eligibility Criteria definitions, and the definitions of Energy Conservation Measure Availability are incorporated by reference into this Agreement, and may be periodically amended by the City in its sole discretion. When written changes to referenced documents are issued by an authorized City representative, the amendments shall automatically become effective and incorporated into this Agreement.
23. Asbestos Notice to Contractors - Notice is hereby given that there is a strong possibility that many heating, ventilation, and air conditioning systems and pre-fabricated, pre-cut, government-built and other buildings located within the City of Richland contain asbestos. Contractors are solely responsible for taking proper precautions to protect their employees, the benefiting property Owners, and their tenants from the release of asbestos fibers into the environment. Contractor shall immediately notify the City if any area of a structure has had any asbestos

removed by other than an EPA-approved procedure documented in writing by an EPA-certified contractor. Any structure that is known or suspected to have had asbestos removed shall be considered as contaminated until decontamination has been performed and certified, and all written documentation has been accepted by the City. Decontamination and all other types of asbestos abatement are costs borne by the Owner. The Contractor is responsible for determining and documenting on the City's proposal form whether the scope of work will affect or disturb asbestos.

24. Covenant Not to Compete/Conflict of Interest - For a period of two (2) years following the completion of City service by a City employee, the City shall not transact business or interface with any former City employee who has been directly concerned or who personally participated in the activities which form the subject of this Agreement while they were employed by the City of Richland. The City shall have the right to request replacement of the former City employee by another company employee who does not have this conflict of interest. The City retains the right to terminate this Agreement should the Contractor not comply with the request.
25. Americans with Disabilities Act - The City of Richland adheres to and promotes the requirements of the federally-legislated Americans with Disabilities Act of 1990. By signing this Agreement, the Contractor certifies and agrees that they will adhere to and promote the requirements of the Americans with Disabilities Act. The Contractor will assure that a similar statement to this certification will become a part of all agreements with any subcontractor with whom they contract.
26. Notices - All notices required to be given to Contractor or City under this Agreement shall be in writing and shall be deemed served when delivered by hand or by Federal Express or similar service during normal business hours; or when mailed via certified mail, return receipt requested. They parties may, upon mutual agreement, determine to accept notice via email.

Notices shall be given to the following:

For the City of Richland:
Bob Hammond
Energy Services Director
City of Richland
P.O. Box 190, MS-21
840 Northgate
Richland, WA 99352

For the Contractor:
Randy K. Moulton, Owner
Mr. Insulation Co., Inc.
30599 Lauback St.
PO Box 1142
Hermiston, OR 97838
Business Phone: 541-567-2348
Business Fax: 541-567-4608
Contact Email:
mrinsulation@eotnet.net

27. Severability - If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the

Agreement or the applications of the remainder of the Agreement shall not be affected.

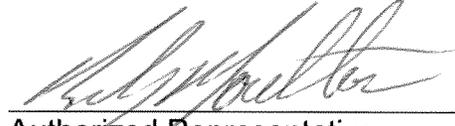
28. Governing Law/Forum Selection - Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. Contractor expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
29. Legal Action - The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action.

IN WITNESS WHEREOF, the Contractor has obtained all certificates, bonds, licenses, certifications and insurance in compliance with this Agreement, and the parties have entered into the City-Authorized Contractor Agreement as of the day and year written below.

CITY OF RICHLAND, WASHINGTON

MR. INSULATION CO., INC.

Cynthia D. Johnson, City Manager Date

 1-7-14

Authorized Representative Date



Printed Name

ATTEST:

Marcia Hopkins
City Clerk

APPROVED AS TO FORM:

Heather Kintzley
City Attorney

WEATHERWISE PERFORMANCE BOND
to City of Richland, Washington
Bond No. SAIFSU631181

The City of Richland, Washington, (City) has awarded to Mr Insulation Co Inc (Principal), a City Authorized Contractor Agreement (Agreement) providing for the installation of approved materials under the City's Weatherwise Service, which Agreement is on file at the Richland Energy Services offices and by this reference made a part hereof. Said Principal is required under the terms of that Agreement to furnish a bond for performance of all obligations under the Agreement and in accordance with Title 39.08 Revised Code of Washington (RCW).

The Principal, and International Fidelity Insurance Company (Surety), a corporation, organized under the laws of the State of New Jersey and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of Ten Thousand US Dollars (\$10,000.00), subject to the provisions herein.

This statutory performance bond shall become null and void if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Agreement and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Agreement that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no assignment of work by the City to the Principal under the terms of the Agreement, nor any change, extension of time, alteration or addition to the terms of the Agreement, the specifications accompanying the Agreement, or to the work to be performed under the Agreement, shall in any way affect its obligation on this bond. The Surety waives notice of any assignment of work, change, extension of time, alteration or addition to the terms of the Agreement or the work performed.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully-executed and original power of attorney for the officer executing on behalf of the Surety.

PRINCIPAL  Principal Signature	<u>1-7-14</u> Date	SURETY  Surety Signature	<u>01/03/2014</u> Date
 Printed Name		<u>Cameron Huntsucker</u> Printed Name	
<u>Vies</u> Title		<u>Attorney-In-Fact</u> Title	

Name, address, and telephone of local office/agent of Surety Company is:
Integrity Surety LLC (206)546-1397
17544 Midvale Ave N Ste 300
Seattle, WA 98133

Approved as to form:

Signature, Printed Name, Title

JAN - 6 2014

Date

WEATHERWISE PAYMENT BOND
to City of Richland, Washington
Bond No. SAIFSU631181

The City of Richland, Washington, (City) has awarded to Mr Insulation Co Inc (Principal), a City Authorized Contractor Agreement (Agreement) providing for the installation of approved materials under the City's Weatherwise Service, which Agreement is on file at the Richland Energy Services offices and by this reference made a part hereof. Said Principal is required under the terms of that Agreement to furnish a payment bond in accordance with Title 39.08 Revised Code of Washington (RCW).

The Principal, and International Fidelity Insurance Company (Surety), a corporation organized under the laws of the State of New Jersey and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of Ten Thousand US Dollars (\$10,000.00), subject to the provisions herein.

This statutory payment bond shall become null and void if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no assignment of work to the Principal by the City under the terms of the Agreement, nor any change, extension of time, alteration or addition to the terms of the Agreement, the specifications accompanying the Agreement, or to the work to be performed under the Agreement, shall in any way affect the Surety's obligation on this bond, except as provided herein. The Surety waives notice of any assignment of work, change, extension of time, alteration or addition to the terms of the Agreement or the work performed.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully-executed and original power of attorney for the officer executing on behalf of the Surety.

PRINCIPAL

[Signature] 1-7-14
Principal Signature Date

[Signature]
Printed Name

[Signature]
Title

SURETY

[Signature] 01/03/2014
Surety Signature Date

Cameron Huntsucker
Printed Name

Attorney-In-Fact
Title

Name, address, and telephone of local office/agent of Surety Company:

Integrity Surety LLC 206-546-1397
17544 Midvale Ave N Ste 300
Seattle, WA 98133

Approved as to form:

Signature, Printed Name, Title Date

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

KARA SKINNER, CAMERON HUNTSUCKER

Seattle, WA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



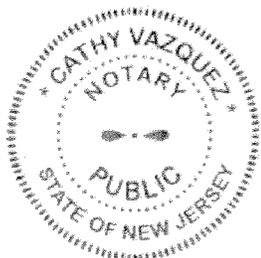
IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March, 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 3rd day of January 2014

Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Simmons Agency PO Box 808 702 E Main Street Hermiston OR 97838	CONTACT NAME: Commercial Admin	
	PHONE (A/C No. Ext): (541) 567-6271 FAX (A/C No.): (541) 567-2113	
INSURED Mr. Insulation Company Inc. PO Box 1142 Hermiston OR 97838	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Benchmark Insurance Company	
	INSURER B: Mutual of Enumclaw	14761
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: GL, Auto Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BIC5009021	9/30/2013	9/30/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PRODUCTS - COMP/OP AGG \$ 2,000,000						
B	AUTOMOBILE LIABILITY			CPP000171603	12/20/2013	12/20/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$ -
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Richland
PO Box 190, MS-21
840 Northgate
Richland, WA 99352

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

OREGON WORKERS COMPENSATION CERTIFICATE OF INSURANCE



CERTIFICATE HOLDER:

CITY OF RICHLAND
ENERGY SERVICES DIRECTOR
PO BOX 190 MS-21
840 NORTHGATE
RICHLAND, WA 99352

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy.

POLICY NO.	POLICY PERIOD	ISSUE DATE
484184	07/01/2013 to 07/01/2014	12/24/2013

INSURED:

MR INSULATION CO INC
PO BOX 1142
HERMISTON, OR 97838-3142

BROKER OF RECORD:

LIMITS OF LIABILITY:

Bodily Injury by Accident	\$500,000	each accident
Bodily Injury by Disease	\$500,000	each employee
Body Injury by Disease	\$500,000	policy limit

DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS:

WEATHERIZATION

IMPORTANT:

The coverage described above is in effect as of the issue date of this certificate. It is subject to change at any time in the future.

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

AUTHORIZED REPRESENTATIVE

A handwritten signature in black ink that reads "Brenda JP Reddick" with a long horizontal flourish extending to the right.

President and CEO

400 High Street SE
Salem, OR 97312
P: 800.285.8525
F: 503.584.9812



Council Agenda Coversheet

Council Date: 01/21/2014

Category: Consent Calendar

Agenda Item: C5

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: INTERLOCALS FOR EMPLOYEE SERVICES BETWEEN RICHLAND AND THREE JURISDICTIONS

Department: Fire and Emergency Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute the Employee Services Agreements (three in all) between the City of Richland and the City of Walla Walla, the City of Pasco, and Franklin County.

Summary:

The Employee Services Agreements between the City of Richland and three other jurisdictions (City of Walla Walla, City of Pasco, and Franklin County) represent a collaborative effort to allow the respective jurisdictions to utilize the services of the City of Richland's Energy Services Department Technicians, who have the knowledge and expertise to perform technical services on public safety radio communications systems. Pursuant to these agreements, Richland staff will be available to Pasco, Walla Walla, and Franklin County on an "as needed-as available" basis from time to time.

The intent of these agreements is to authorize technical services assistance from the City of Richland in support of these jurisdictions for their public safety communications systems, not to provide an exclusive and permanent maintenance and repair program to them. The agreements make use of existing expertise and experience in the City of Richland in a collaborative relationship that shares resources effectively and efficiently. As jurisdictions in the area approve and implement the bi-county communications center program, MATRICS, agreements such as these may be the technical service backbone for many of the system communications components.

The agreements preserve each party's right to determine the extent of services, scheduling, costs, and availability to perform the work in advance for non-emergent assistance. The agreements also provide authority and availability standards for emergent work. Additionally, the agreements outline the financial provisions for rates and payment between the parties.

Fiscal Impact?
 Yes No

The net fiscal impact to the City of Richland is neutral as the rate of pay is calculated fully burdened, to include administrative costs, vehicle costs, and incidental items. Technical services and related costs will be billed by Richland on a monthly basis, as incurred.

Attachments:

- 1) Interlocal with City of Pasco
- 2) Interlocal with City of Walla Walla
- 3) Interlocal with Franklin County

City Manager Approved:

Johnson, Cindy
Jan 17, 08:51:03 GMT-0800 2014

INTERLOCAL AGREEMENT FOR EMPLOYEE SERVICES

BETWEEN

THE CITY OF RICHLAND, WASHINGTON

AND

THE CITY OF PASCO, WASHINGTON

THIS INTERLOCAL AGREEMENT is entered into this ____ day of January, 2014, between the City of Richland, a municipal corporation of the State of Washington, hereafter referred to as "Richland," and the City of Pasco, a municipal corporation of the State of Washington, hereafter referred to as "Pasco," or referred to collectively as the "Parties."

I. RECITALS

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided that such contract shall be authorized by the governing body of each Party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, Richland currently employs Technicians in its Energy Services Department who have the knowledge and expertise to perform technical services on public safety communication systems; and

WHEREAS, the City of Pasco desires to utilize the services of Richland's Technician(s) to perform technical services on Pasco's public safety communication system; and

WHEREAS, this opportunity allows for a collaborative relationship and resource sharing between the Parties, with the possibility of reciprocity in the future;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties agree as follows:

II. AGREEMENT

Purpose and Scope of Work: The purpose of this Agreement is to describe the terms and responsibilities of the Parties regarding the provision of technical services by the City of Richland's Technician(s) on the City of Pasco's public safety communication system as mutually agreed.

Roles and Responsibilities:

1. Each Party is to recognize and honor the limitations and expectations of the role of the Technician(s) and the timeframes established herein and not place unnecessary requests for performance or barriers that will impede meeting the needs of both parties as intended in this Agreement.
2. The City of Pasco shall supply all the supervision, support, and information necessary for the City of Richland's Technician(s) to fulfill the roles and responsibilities identified under this Agreement, to include informing the Technician(s) of all workplace policies and procedures that govern their performance in providing services to the City of Pasco.
3. The City of Pasco shall provide access to any locations wherein work is to be performed.
4. Scheduled Work/Emergency Work: Pasco's designated representative shall determine the extent of services required for all scheduled work, to include number of hours per week (to include travel time) required of the City of Richland's Technician(s). The scope and estimated costs for all scheduled work shall be approved by both entities before such work commences. Advanced approval of scope and estimated cost is waived for all work performed as the result of an emergency. "Emergency work" is defined as work that must be performed as the result of an unforeseen set of circumstances that calls for immediate action. All emergency work must be authorized by the City of Pasco's Police Chief or designee (Director of 911) before it is performed.
5. The City of Richland's Technician(s) shall assess and determine their availability to perform work requested by Pasco after taking into consideration their City of Richland obligations.
6. The City of Pasco shall provide all special tools, equipment, and physical components necessary to perform the work required. In the event the City of Richland's Technician(s) is required to provide any of the items necessary to complete the work contemplated by this Agreement, the City of Pasco agrees to reimburse the City of Richland for the actual costs associated with the items provided.
7. The City of Pasco shall accommodate unanticipated absences and sick leave as may be needed from time to time.

Financial Provisions:

1. The City of Pasco shall reimburse the City of Richland at the fully burdened rate of pay for actual hours worked by Richland's Technician(s) for the City of Pasco. The City of Richland shall notify the City of Pasco in writing within sixty (60) days of change to the Richland Technicians' rate of pay. Reimbursement for use of a City of Richland vehicle by Richland's Technician(s) to facilitate work performed on behalf of the City of Pasco shall be at the current IRS reimbursable rate for business. Richland's Technician(s) shall track hours worked for Pasco through the Richland

payroll system, and Richland shall submit an invoice with supporting documentation monthly for reimbursement of wages and any applicable reimbursable expenses.

2. Payment shall be made to the City of Richland by the City of Pasco for the services described in this Agreement as billed on a monthly basis.

Performance: The Technician(s) shall at all times operate in a legal and ethical manner in the performance of their duties for the City of Pasco. Any misconduct committed on the part of the Technician(s) while providing service to the City of Pasco shall subject the Technician(s) to the City of Richland's disciplinary process.

Allocation of Liability/Indemnification:

1. The Parties agree that any liability or claim arising out of the actions or inactions of an employee shall be the responsibility of the Party for whom the employee was acting. In the event the employee was acting on behalf of both Parties, the Parties agree to split any ensuing liability equally to each Party or as otherwise mutually agreed in writing.
2. In furtherance of the above provision, any such responsible Party agrees to hold harmless and indemnify and defend the other Party and their officers, officials, employees, and volunteers who are not responsible under the above provision from any loss, claim, or liability arising from or out of the negligent actions or inactions of the employee that may occur while that employee is working solely on behalf of the responsible Party.
3. In the event that a claim or lawsuit is brought against a Party or its employee(s) for actions arising out of this Agreement, such Party shall promptly notify the other Party that said claim or lawsuit has been filed or commenced.
4. The Parties to this Agreement and their respective legal counsel shall, to the extent reasonably possible and consistent with the best interests of their respective clients, cooperate with the defense of any lawsuit arising out of this Agreement; provided this cooperation does not require the Parties to share any out-of-pocket litigation costs. Said costs will be the responsibility of the Party obligated to defend any such lawsuit.
5. Upon request, each Party shall share with the other the terms of their respective liability insurance policies to allow for coordination of coverage. The consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective between the Parties, and the failure of any insurance carrier or self-insured pooling organization to agree or follow the terms of this Agreement on liability allocation shall not relieve either Party from its obligations under this Agreement.
6. Except for liabilities and claims related to the actions and inactions of employees as set forth above, all other rights, duties, and obligations with respect to any particular employee shall remain with the Party contributing that employee. Additionally, each Party shall be responsible for compliance with the provisions of any applicable collective bargaining agreements and civil service rules and regulations. Nothing in this Section shall be interpreted to waive any defense arising out of RCW Title 51.

Insurance:

1. For the duration of this Agreement, the Parties shall each maintain insurance in the same coverage and amounts as each Party currently has coverage. If either Party makes a change that decreases the coverage or amounts of coverage, they shall notify the other Party in writing sixty (60) days prior to effective date of said change.
2. For vehicles, equipment, or other tangible property that is shared, loaned, rented or utilized in some manner on behalf of either Party, the following shall apply:
 - a. For insurable assets: The Party who formally rents the asset or vehicle from the other under a separate rental agreement shall be responsible for general liability and auto liability coverage for the duration of the rental period. In all other situations, the Party who owns an asset or vehicle, but lends it for use to the other Party, shall be responsible for general liability and auto liability coverage. In the event of an accident causing physical damage to the vehicle or asset, the Party using the asset or vehicle agrees to reimburse any deductibles to the owner, with reimbursement not to exceed \$25,000 for auto physical damage or property/inland marine deductible regardless of the deductible applicable to the asset. Each Party will provide evidence of General Liability, Auto Liability, Auto Physical Damage, and Property/Inland Marine coverage.
 - b. For assets that are owned and utilized by a Party's staff on behalf of the other Party, insurance and liability shall remain with the Party owning and using the asset.
 - c. The Party using an asset shall be fully responsible for all routine repairs, maintenance and upkeep of the asset during the agreed term of use unless otherwise agreed in writing.
 - d. The availability of the asset is dependent on many factors, and this Agreement shall not obligate or bind a Party to provide the asset if the loan would cause undue risk to the safety and operations of the Party as determined by the asset's owner. Likewise, with reasonable notice to the Party renting or otherwise using the asset, the lending Party may request immediate return of the asset if continued use causes undue risk to the safety and welfare of the Party's citizens as determined by the asset's owner.

Duration: The work under this Agreement shall be ongoing unless terminated in writing by either Party with sixty (60) days' notice.

Notice: Notice as contemplated by this Agreement shall be in writing and given by personal delivery or certified mail-receipt requested, and shall be effective when sent. In the alternative, the parties may agree to accept notice via e-mail correspondence sent and received by the parties' designated representatives. All written notices shall be directed to the following parties:

City of Richland:

Purchasing Manager
P.O. Box 190, MS-11
Richland, WA 99352

City of Pasco:

Police Chief
525 N. Third Avenue
Pasco, WA 99301

Severability: If any provision of this Interlocal Agreement or its application is held invalid by a court of competent jurisdiction, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.

Governing Law: Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington.

Dispute Resolution: In the event a Party fails to perform or a dispute arises in the meaning or implementation of any provision of this Agreement, the Parties agree to negotiate in good faith for no less than the first thirty (30) days in an effort to determine a satisfactory solution before pursuing a legal remedy. In the event good faith negotiations fail, the parties may, by mutual agreement, decide to pursue binding arbitration in lieu of filing a civil action in a superior court of competent jurisdiction.

Recording: Prior to its entry into force, this Agreement shall be posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND, WASHINGTON

CITY OF PASCO, WASHINGTON

CYNTHIA D. JOHNSON
City Manager

GARY CRUTCHFIELD
City Manager

ATTEST:

ATTEST:

MARCIA HOPKINS
City Clerk

DEBBIE CLARK
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

LEE KERR
City Attorney

INTERLOCAL AGREEMENT FOR EMPLOYEE SERVICES

BETWEEN

THE CITY OF RICHLAND, WASHINGTON

AND

THE CITY OF WALLA WALLA, WASHINGTON

THIS INTERLOCAL AGREEMENT is entered into this ____ day of January, 2014, between the City of Richland, a municipal corporation of the State of Washington, hereafter referred to as "Richland," and the City of Walla Walla, a municipal corporation of the State of Washington, hereafter referred to as "Walla Walla," or referred to collectively as the "Parties."

I. RECITALS

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided that such contract shall be authorized by the governing body of each Party to the contract and shall set forth its purposes, powers, rights objectives and responsibilities of the contracting parties; and

WHEREAS, Richland currently employs Technicians in its Energy Services Department who have the knowledge and expertise to perform technical services on public safety communication systems; and

WHEREAS, the City of Walla Walla desires to utilize the services of Richland's Technicians to perform technical services on Walla Walla's public safety communication system; and

WHEREAS, this opportunity allows for a collaborative relationship and resource sharing between the Parties, with the possibility of reciprocity in the future;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties agree as follows:

II. AGREEMENT

Purpose and Scope of Work: The purpose of this Agreement is to describe the terms and responsibilities of the Parties regarding the provision of technical services by the City of Richland's Technician on the City of Walla Walla's public safety communication system as mutually agreed.

Roles and Responsibilities:

1. Each Party is to recognize and honor the limitations and expectations of the role of the Technician(s) and the timeframes established herein and not place unnecessary requests for performance or barriers that will impede meeting the needs of both parties as intended in this Agreement.
2. The City of Walla Walla shall supply all the supervision, support, and information necessary for the City of Richland's Technician(s) to fulfill the roles and responsibilities identified under this Agreement, to include informing the Technician(s) of all workplace policies and procedures that govern their performance in providing services to the City of Walla Walla.
3. The City of Walla Walla shall provide access to any locations wherein work is to be performed.
4. Scheduled Work/Emergency Work: Walla Walla's designated representative shall determine the extent of services required for all scheduled work, to include number of hours per week (to include travel time) required of the City of Richland's Technician(s). The scope and estimated costs for all scheduled work shall be approved by both entities before such work commences. Advanced approval of scope and estimated cost is waived for all work performed as the result of an emergency. "Emergency work" is defined as work that must be performed as the result of an unforeseen set of circumstances that calls for immediate action. All emergency work must be authorized by the City of Walla Walla's Police Chief of designee before it is performed.
5. The City of Richland's Technician(s) shall assess and determine their availability to perform work requested by Walla Walla after taking into consideration their City of Richland obligations.
6. The City of Walla Walla shall provide all special tools, equipment, and physical components necessary to perform the work required. In the event the City of Richland's Technician(s) are required to provide any of the items necessary to complete the work contemplated by this Agreement, the City of Walla Walla agrees to reimburse the City of Richland for the actual costs associated with the items provided.
7. The City of Walla Walla shall accommodate unanticipated absences and sick leave as may be needed from time to time.

Financial Provisions:

1. The City of Walla Walla shall reimburse the City of Richland at the fully burdened rate of pay for actual hours worked by Richland's Technician(s) for the City of Walla Walla. The City of Richland shall notify the City of Walla Walla in writing within 60 days of a change to the Richland Technicians' rate of pay. Reimbursement for use of a City of Richland vehicle by Richland's Technician(s) to facilitate work performed on behalf of the City of Walla Walla shall be at the current IRS reimbursable rate for business. Richland's Technician(s) shall track hours worked for Walla Walla through the Richland payroll system, and Richland shall submit an invoice with supporting

documentation for reimbursement of wages and any applicable reimbursable expenses.

2. Payment shall be made to the City of Richland by the City of Walla Walla for the services described in this Agreement as billed on a monthly basis. Walla Walla shall remit payment within 30 days of receipt.

Performance: The Technician(s) shall at all times operate in a legal and ethical manner in the performance of their duties for the City of Walla Walla. Any misconduct committed on the part of the Technician(s) while providing service to the City of Walla Walla shall subject the Technician(s) to the City of Richland's disciplinary process.

Allocation of Liability/Indemnification:

1. The Parties agree that any liability or claim arising out of the actions or inactions of an employee shall be the responsibility of the Party for whom the employee was acting. In the event the employee was acting on behalf of both Parties, the Parties agree to split any ensuing liability equally to each Party or as otherwise mutually agreed in writing.
2. In furtherance of the above provision, any such responsible Party agrees to hold harmless and indemnify and defend the other Party and their officers, officials, employees, and volunteers who are not responsible under the above provision from any loss, claim, or liability arising from or out of the negligent actions or inactions of the employee that may occur while that employee is working solely on behalf of the responsible Party.
3. In the event that a claim or lawsuit is brought against a Party or its employee(s) for actions arising out of this Agreement, such Party shall promptly notify the other Party that said claim or lawsuit has been filed or commenced.
4. The Parties to this Agreement and their respective legal counsel shall, to the extent reasonably possible and consistent with the best interests of their respective clients, cooperate with the defense of any lawsuit arising out of this Agreement; provided this cooperation does not require the Parties to share any out-of-pocket litigation costs. Said costs will be the responsibility of the Party obligated to defend any such lawsuit.
5. Upon request, each Party shall share with the other the terms of their respective liability insurance policies to allow for coordination of coverage. The consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective between the Parties, and the failure of any insurance carrier or self-insured pooling organization to agree or follow the terms of this Agreement on liability allocation shall not relieve either Party from its obligations under this Agreement.
6. Except for liabilities and claims related to the actions and inactions of employees as set forth above, all other rights, duties, and obligations with respect to any particular employee shall remain with the Party contributing that employee. Additionally, each Party shall be responsible for compliance with the provisions of any applicable collective bargaining agreements and civil service rules and regulations. Nothing in this Section shall be interpreted to waive any defense arising out of RCW Title 51.

Insurance:

1. For the duration of this Agreement, the Parties shall each maintain insurance in the same coverage and amounts as each Party currently has coverage. If either Party makes a change that decreases the coverage or amounts of coverage, they shall notify the other Party in writing 60 days prior to effective date of said change.
2. For vehicles, equipment, or other tangible property that is shared, loaned, rented or utilized in some manner on behalf of either Party, the following shall apply:
 - a. For insurable assets: The Party who formally rents the asset or vehicle from the other under a separate rental agreement shall be responsible for general liability and auto liability coverage for the duration of the rental period. In all other situations, the Party who owns an asset or vehicle, but lends it for use to the other Party, shall be responsible for general liability and auto liability coverage. In the event of an accident causing physical damage to the vehicle or asset, the Party using the asset or vehicle agrees to reimburse any deductibles to the owner, with reimbursement not to exceed \$25,000 for auto physical damage or property/inland marine deductible regardless of the deductible applicable to the asset. Each Party will provide evidence of General Liability, Auto Liability, Auto Physical Damage, and Property/Inland Marine coverage.
 - b. For assets that are owned and utilized by a Party's staff on behalf of the other Party, insurance and liability shall remain with the Party owning and using the asset.
 - c. The Party using an asset shall be fully responsible for all routine repairs, maintenance and upkeep of the asset during the agreed term of use unless otherwise agreed in writing.
 - d. The availability of the asset is dependent on many factors, and this Agreement shall not obligate or bind a Party to provide the asset if the loan would cause undue risk to the safety and operations of the Party as determined by the asset's owner. Likewise, with reasonable notice to the Party renting or otherwise using the asset, the lending Party may request immediate return of the asset if continued use causes undue risk to the safety and welfare of the Party's citizens as determined by the asset's owner.

Duration: The work under this Agreement shall be ongoing unless terminated in writing by either Party with sixty (60) days' notice.

Notice: Notice as contemplated by this Agreement shall be in writing and given by personal delivery or certified mail-receipt requested, and shall be effective when sent. In the alternative, the parties may agree to accept notice via e-mail correspondence sent and received by the parties' designated representatives. All written notices shall be directed to the following parties:

City of Richland:

Purchasing Manager
P.O. Box 190, MS-11
Richland, WA 99352

City of Walla Walla

Police Chief
54 E. Moore Street
Walla Walla, WA 99362

Severability: If any provision of this Interlocal Agreement or its application is held invalid by a court of competent jurisdiction, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.

Governing Law: Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington.

Dispute Resolution: In the event a party fails to perform or a dispute arises in the meaning or implementation of any provision of this Agreement, the Parties agree to negotiate in good faith for no less than the first thirty (30) days in an effort to determine a satisfactory solution before pursuing a legal remedy. In the event good faith negotiations fail, the parties may, by mutual agreement, decide to pursue binding arbitration in lieu of filing a civil action in a superior court of competent jurisdiction.

Recording: Prior to its entry into force, this Agreement shall be posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND, WASHINGTON

CITY OF WALLA WALLA, WASHINGTON

CYNTHIA JOHNSON
City Manager

NABIEL SHAWA
City Manager

ATTEST:

ATTEST:

DEBRA BARHAM
Deputy City Clerk

KAMMY HILL
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

TIM DONALDSON
City Attorney

INTERLOCAL AGREEMENT FOR EMPLOYEE SERVICES

BETWEEN

THE CITY OF RICHLAND, WASHINGTON

AND

THE COUNTY OF FRANKLIN, WASHINGTON

THIS INTERLOCAL AGREEMENT is entered into this ____ day of January, 2014, between the City of Richland, a municipal corporation of the State of Washington, hereafter referred to as "Richland," and the County of Franklin, a political subdivision of the State of Washington, hereafter referred to as "Franklin County," or referred to collectively as the "Parties."

I. RECITALS

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided that such contract shall be authorized by the governing body of each Party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, Richland currently employs Technicians in its Energy Services Department who have the knowledge and expertise to perform technical services on public safety communication systems; and

WHEREAS, Franklin County desires to utilize the services of Richland's Technician(s) to perform technical services on Franklin County's public safety communication system; and

WHEREAS, this opportunity allows for a collaborative relationship and resource sharing between the Parties, with the possibility of reciprocity in the future;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties agree as follows:

II. AGREEMENT

Purpose and Scope of Work: The purpose of this Agreement is to describe the terms and responsibilities of the Parties regarding the provision of technical services by the City of Richland's Technician(s) on Franklin County's public safety communication system as mutually agreed.

Roles and Responsibilities:

1. Each Party is to recognize and honor the limitations and expectations of the role of the Technician(s) and the timeframes established herein and not place unnecessary requests for performance or barriers that will impede meeting the needs of both parties as intended in this Agreement.
2. Franklin County shall supply all the supervision, support, and information necessary for the City of Richland's Technician(s) to fulfill the roles and responsibilities identified under this Agreement, to include informing the Technician(s) of all workplace policies and procedures that govern their performance in providing services to Franklin County.
3. Franklin County shall provide access to any locations wherein work is to be performed.
4. Scheduled Work/Emergency Work: Franklin County's designated representative shall determine the extent of services required for all scheduled work, to include number of hours per week (to include travel time) required of the City of Richland's Technician(s). The scope and estimated costs for all scheduled work shall be approved by both entities before such work commences. Advanced approval of scope and estimated cost is waived for all work performed as the result of an emergency. "Emergency work" is defined as work that must be performed as the result of an unforeseen set of circumstances that calls for immediate action. All emergency work must be authorized by Franklin County's Sheriff or designee before it is performed.
5. The City of Richland's Technician(s) shall assess and determine their availability to perform work requested by Franklin County after taking into consideration their City of Richland obligations.
6. Franklin County shall provide all special tools, equipment, and physical components necessary to perform the work required. In the event the City of Richland's Technician(s) is required to provide any of the items necessary to complete the work contemplated by this Agreement, Franklin County agrees to reimburse the City of Richland for the actual costs associated with the items provided.
7. Franklin County shall accommodate unanticipated absences and sick leave as may be needed from time to time.

Financial Provisions:

1. Franklin County shall reimburse the City of Richland at the fully burdened rate of pay for actual hours worked by Richland's Technician(s) for Franklin County. The City of Richland shall notify Franklin County in writing within sixty (60) days of a change to the Richland Technicians' rate of pay. Reimbursement for use of a City of Richland vehicle by Richland's Technician(s) to facilitate work performed on behalf of Franklin County shall be at the current IRS reimbursable rate for business. Richland's Technician(s) shall track hours worked for Franklin County through the Richland payroll system, and Richland shall submit an invoice with supporting documentation for reimbursement of wages and any applicable reimbursable expenses.

2. Payment shall be made to the City of Richland by Franklin County for the services described in this Agreement as billed on a monthly basis. Franklin County shall remit payment within 30 days of receipt.

Performance: The Technician(s) shall at all times operate in a legal and ethical manner in the performance of their duties for Franklin County. Any misconduct committed on the part of the Technician(s) while providing service to Franklin County shall subject the Technician(s) to the City of Richland's disciplinary process.

Allocation of Liability/Indemnification:

1. The Parties agree that any liability or claim arising out of the actions or inactions of an employee shall be the responsibility of the Party for whom the employee was acting. In the event the employee was acting on behalf of both Parties, the Parties agree to split any ensuing liability equally to each Party or as otherwise mutually agreed in writing.
2. In furtherance of the above provision, any such responsible Party agrees to hold harmless and indemnify and defend the other Party and their officers, officials, employees, and volunteers who are not responsible under the above provision from any loss, claim, or liability arising from or out of the negligent actions or inactions of the employee that may occur while that employee is working solely on behalf of the responsible Party.
3. In the event that a claim or lawsuit is brought against a Party or its employee(s) for actions arising out of this Agreement, such Party shall promptly notify the other Party that said claim or lawsuit has been filed or commenced.
4. The Parties to this Agreement and their respective legal counsel shall, to the extent reasonably possible and consistent with the best interests of their respective clients, cooperate with the defense of any lawsuit arising out of this Agreement; provided this cooperation does not require the Parties to share any out-of-pocket litigation costs. Said costs will be the responsibility of the Party obligated to defend any such lawsuit.
5. Upon request, each Party shall share with the other the terms of their respective liability insurance policies to allow for coordination of coverage. The consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective between the Parties, and the failure of any insurance carrier or self-insured pooling organization to agree or follow the terms of this Agreement on liability allocation shall not relieve either Party from its obligations under this Agreement.
6. Except for liabilities and claims related to the actions and inactions of employees as set forth above, all other rights, duties, and obligations with respect to any particular employee shall remain with the Party contributing that employee. Additionally, each Party shall be responsible for compliance with the provisions of any applicable collective bargaining agreements and civil service rules and regulations. Nothing in this Section shall be interpreted to waive any defense arising out of RCW Title 51.

Insurance:

1. For the duration of this Agreement, the Parties shall each maintain insurance in the same coverage and amounts as each Party currently has coverage. If either Party makes a change that decreases the coverage or amounts of coverage, they shall notify the other Party in writing sixty (60) days prior to effective date of said change.
2. For vehicles, equipment, or other tangible property that is shared, loaned, rented or utilized in some manner on behalf of either Party, the following shall apply:
 - a. For insurable assets: The Party who formally rents the asset or vehicle from the other under a separate rental agreement shall be responsible for general liability and auto liability coverage for the duration of the rental period. In all other situations, the Party who owns an asset or vehicle, but lends it for use to the other Party, shall be responsible for general liability and auto liability coverage. In the event of an accident causing physical damage to the vehicle or asset, the Party using the asset or vehicle agrees to reimburse any deductibles to the owner, with reimbursement not to exceed \$25,000 for auto physical damage or property/inland marine deductible regardless of the deductible applicable to the asset. Each Party will provide evidence of General Liability, Auto Liability, Auto Physical Damage, and Property/Inland Marine coverage.
 - b. For assets that are owned and utilized by a Party's staff on behalf of the other Party, insurance and liability shall remain with the Party owning and using the asset.
 - c. The Party using an asset shall be fully responsible for all routine repairs, maintenance and upkeep of the asset during the agreed term of use unless otherwise agreed in writing.
 - d. The availability of the asset is dependent on many factors, and this Agreement shall not obligate or bind a Party to provide the asset if the loan would cause undue risk to the safety and operations of the Party as determined by the asset's owner. Likewise, with reasonable notice to the Party renting or otherwise using the asset, the lending Party may request immediate return of the asset if continued use causes undue risk to the safety and welfare of the Party's citizens as determined by the asset's owner.

Duration: The work under this Agreement shall be ongoing unless terminated in writing by either Party with sixty (60) days' notice.

Notice: Notice as contemplated by this Agreement shall be in writing and given by personal delivery or certified mail-receipt requested, and shall be effective when sent. In the alternative, the parties may agree to accept notice via e-mail correspondence sent and received by the parties' designated representatives. All written notices shall be directed to the following parties:

City of Richland:

Purchasing Manager
P.O. Box 190, MS-11
Richland, WA 99352

Franklin County:

County Commissioners
1016 N. 4th Avenue
Pasco, WA 99301

Severability: If any provision of this Interlocal Agreement or its application is held invalid by a court of competent jurisdiction, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.

Governing Law: Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington.

Dispute Resolution: In the event a Party fails to perform or a dispute arises in the meaning or implementation of any provision of this Agreement, the Parties agree to negotiate in good faith for no less than the first thirty (30) days in an effort to determine a satisfactory solution before pursuing a legal remedy. In the event good faith negotiations fail, the parties may, by mutual agreement, decide to pursue binding arbitration in lieu of filing a civil action in a superior court of competent jurisdiction.

Recording: Prior to its entry into force, this Agreement shall be posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND, WASHINGTON

FRANKLIN COUNTY, WASHINGTON

CYNTHIA D. JOHNSON
City Manager

ROBERT E. KOCH
Chairman

ATTEST:

ATTEST:

MARCIA HOPKINS
City Clerk

MARY WITHERS
Clerk to the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

Deputy Prosecuting Attorney

Council Agenda Coversheet



Council Date: 01/21/2014

Category: Consent Calendar

Agenda Item: C6

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: TOURISM PROMOTION AREA (TPA) CONTRACT WITH DEPARTMENT OF REVENUE

Department: City Attorney

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute the Tourism Promotional Area (TPA) Contract with the Department of Revenue for administration of the tourism promotion lodging charge imposed by the City of Richland.

Summary:

On June 1, 2004, the Cities of Kennewick, Pasco and Richland entered into an Interlocal Cooperation Agreement for establishment of a Tri-City Regional Tourism Promotion Area (TPA). The interlocal agreement established a Special Lodging Assessment (SLA) of \$1.50 per night of stay for all Class A lodging businesses. The combined revenues from the SLA would be used by the Tri-Cities Visitor and Convention Bureau to conduct specified promotional activities on behalf of the entire region.

On October 15, 2013, Council passed Ordinance No. 29-13, amending RMC 5.36.010 to increase the per night special lodging assessment upon all Class A lodging businesses from \$1.50 per night of stay to \$2.00 per night of stay. This increase became effective January 1, 2014.

The Cities of Richland, Pasco and Kennewick contract with the Department of Revenue (DOR) for the administration of the special lodging assessment mentioned above. Previous to 2014, DOR contracted with all three cities under a single contract. DOR has changed their process, and are now seeking to contract individually with each city.

The attached agreement between the City of Richland and the Department of Revenue is the result of the City's legal obligation, pursuant to RCW 35.101, to contract with the DOR for the administration and collection of the levy of lodging charges. The Cities of Pasco and Kennewick received identical agreements, and are also presenting those contracts to their respective city councils for approval. The agreement is substantively consistent with the previous contract between the three cities and DOR. Aside from the contract now being split between each city, the only other material change is the rate increase from \$1.50 to \$2.00.

Staff recommends approval.

Fiscal Impact?

Yes No

Attachments:

1) Agreement for State Administration of City of Richland Tourism Promotion Area

City Manager Approved:

Johnson, Cindy
Jan 17, 08:51:35 GMT-0800 2014

**AGREEMENT FOR THE STATE ADMINISTRATION OF
THE CITY OF RICHLAND TOURISM PROMOTION AREA**

THIS AGREEMENT ("Agreement") is entered into by and between the City of Richland, a political subdivision of the State of Washington (herein referred to as "City") and the State of Washington Department of Revenue ("Department") for the administration of the tourism promotion lodging charge imposed by the City. This Agreement is effective January 1, 2014.

RECITALS

WHEREAS, the Legislature of the State of Washington by RCW 35.101 authorizes a City to establish a Tourism Promotion Area to permit the levy of lodging charges to be expended exclusively for tourism promotion, and;

WHEREAS, RCW 35.101 provides that a City imposing a lodging charge by resolution or ordinance shall contract with the Department for the administration and collection of the levy of lodging charges, and;

WHEREAS, The City has by ordinance, copy attached hereto, indicated its intention to fix and impose a lodging charge of \$2.00 per night of stay in addition to all other sales and use taxes and any special assessments that may be levied (Richland City Ordinance No. 29-13);

NOW, THEREFORE, to provide for the administration of lodging charges, the parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by this reference as if fully set forth.
2. **Functions of the Department.** The Department shall exclusively perform all functions incident to the administration and collection for the lodging charges imposed by the Ordinance. The Department shall collect the charges from lodging businesses that furnish lodging taxable by the state under Chapter 82.08 RCW.
3. **Collection Not Authorized.** Pursuant to RCW 35.101.050, the Department is not authorized or required to administer and collect on behalf of the City any charge for which there are more than six classifications.
4. **New or Additional Legislation.** In addition to the Ordinance attached hereto, the City shall provide the Department with copies of any new and/or additional ordinances imposing any new charges or changing the rate of any charge. Such copies shall be provided to the Department no later than 75 days prior to the effective date of the

resolution. Subject to the limitations under RCW 35.101.050, the Department shall administer and collect those charges that are identified in the new and/or additional ordinance pursuant to this Agreement under the same terms and conditions as for the charges imposed under the Ordinance.

5. **Collection of Lodging Charges.** The Department shall collect the lodging charges by the end of the following month after the due date of the taxable period for which lodging charges are imposed pursuant to the ordinance. In accordance with RCW 35.101.090, the charges so collected shall be deposited by the Department in the local tourism promotion account in the custody of the state treasurer. The Department shall provide the state treasurer with instructions on the proper monthly distribution of the deposited funds in accordance with RCW 35.101.100.

6. **Rules and Regulations Adopted by the Department.** Any specific rules and regulations adopted by the Department to facilitate the administration and distribution of the lodging charges shall be in accordance with the State Administrative Procedure Act and RCW 35.101. Until specific rules and regulations are adopted, the Department shall apply the provisions contained in chapters 82.03, 82.08, 82.12, 82.14, and 82.32 RCW, as the same exist or may hereafter be amended and insofar as the same are relevant to lodging charges. Such provisions shall have full force and effect of Department rules when applied to lodging charges.

7. **Uniform Collection.** The Department performs its duties hereunder so that as far as possible the lodging charges shall be administered and collected uniformly with the state's sales and use taxes.

8. **Refunds or Credits.** Any refunds or credits the Department finds are owed relating to the lodging charges shall be refunded to the taxpayer from the City's portion of the local tourism promotion account.

9. **Notification of Error of Fund Distribution.** Either party shall have six months from the date funds are distributed by the state treasurer to notify the other party in writing of any error in the amount of distributed funds. The party receiving such notice shall have sixty (60) days to review the claim. Upon agreement of the parties, the Department shall deposit any necessary additional funds with the state treasurer for distribution to the City; or in the event of an over-distribution to the City, the City shall return such over-distribution to the Department. If the City and the Department cannot reach an agreement, the parties agree to attempt mediation or other dispute resolution process prior to instigating litigation in Superior Court.

10. **Disclosure of Taxpayer Information, Documentation and Reports.** The Department shall provide taxpayer information, documentation and reports to the City in accordance with the disclosure limitations of RCW 82.32.330. The City shall require its authorized representatives that have access to confidential taxpayer information to sign a Department Secrecy Clause and shall ensure such representatives comply with RCW 82.32.330.

11. **Parties' Communication and Cooperation.** The parties agree to establish and maintain open lines of communication and to work cooperatively in order to improve administration and public understanding of the City lodging charges (special assessments). Either party may initiate a meeting, to be held at a mutually convenient time and place, to share information and to discuss matters related to administration and collection of the City lodging charges.

12. **Disputes.** In the event a dispute arises under this Agreement that cannot be resolved by mutual agreement of the parties, either party may elect arbitration in which the Department and City shall each individually appoint one member to a Dispute Board and those members shall select a third member. The Dispute Board shall evaluate the dispute and make a written determination after considering the relevant facts and legal authorities. The Dispute Board's determination shall be given significant weight by both parties who will meet after the determination is issued to resolve the dispute. If a resolution is not reached, the determination of the Dispute Board shall be admissible in any future legal proceeding between the parties concerning the dispute. Each party shall be responsible for a proportionate share of the costs of the member of the Dispute Board. This remedy is not intended to be exclusive of other remedies existing in law, by statute, or otherwise.

13. **Indemnification.** To the extent permitted by law, the City agrees to indemnify, defend, and hold harmless the Department for the State of Washington from claims that challenge the authority of the City to impose lodging charges pursuant to the Ordinance. The City agrees that in the event there shall be a legal challenge to the Ordinance or resolutions, the Department shall not be obligated to represent the City or otherwise defend its position in any proceeding relating to such challenge.

14. **Effective Date.** This Agreement shall take effect at 12:01, January 1, 2014, and shall thereafter be automatically renewed on December 31, of each year unless one of the parties gives written notice of termination on or before November 1, or each year. The parties to this Agreement will notify each other in a timely manner when they find it necessary to request an amendment to this Agreement.

15. **Waiver.** Any failure by any party to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of the right to require future strict performance of such provision; No failure or delay in exercising any right or remedy hereunder shall be deemed a waiver of such right or remedy. No term or condition of this Agreement shall be waived, modified or deleted except by an instrument, in writing, signed by personnel authorized to bind each of the parties.

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

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

18. **Counterparts.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original and which together constitute one and the same.

IN WITNESS WHEREOF, the State of Washington, Department of Revenue and City of Richland have executed this contract as of the day and year written below.

Date

Carol Nelson
Department of Revenue

Date

Mayor

Attest:

Date

City Clerk

Approved as to Form only:



Joshua Weissman
Assistant Attorney General

City Attorney

Council Agenda Coversheet



Council Date: 01/21/2014

Category: Consent Calendar

Agenda Item: C7

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: AUTHORIZATION FOR COUNCIL TRAVEL

Department: City Manager

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Authorize Travel for Council Members Christensen, Jones and Thompson and Mayor Rose and Mayor Pro Tem Lemley.

Summary:

There are several travel opportunities occurring for Richland City Council Members in January and February as follows:

- Association of Washington City Action Days in Olympia, January 29-30, 2014
- Tri-Cities Regional Chamber of Commerce Legislative Trip to Olympia, February 13-14, 2014
- Energy Communities Alliance Peer Exchange, in Washington, DC, February 27-28, 2014

Mayor Pro Tem Lemley plans to attend the Association of Washington City Action Days Legislative Conference in Olympia from January 28-30th. At this conference the Governor will speak to his agenda and perspectives, followed by briefings from AWC lobbyists on top legislative priorities for this session. Participants will hear consistent messages on issues of prime importance to cities, and interact with legislators and their staffs and other local officials from across the state.

Council Members Christensen and Jones plan to attend the Tri-Cities Regional Chamber of Commerce Legislative trip to Olympia, February 13-14, 2014. Participants of the Olympia trip will have the opportunity to meet with lawmakers to promote the Tri-Cities region for its business friendly atmosphere as well as discuss critical issues affecting our region's businesses. The Tri-Cities Legislative Council demonstrates a united front when promoting the Tri-Cities to elected leaders throughout the state.

Mayor Rose and Council Member Thompson plan to attend the Energy Communities Alliance Peer Exchange in Washington, DC, February 27-28, 2014. Topics for discussion at this Exchange will be the FY 2015 Budget, DOE Priorities for 2014-2015, Facilitating more efficient DOE/NNSA Sites, modernization and the future of the NNSA Complex and Nuclear Energy.

Richland Municipal Code, Sections 1.01.040 and 2.26.062, require Council approval when Council Members request permission for out-of-state travel, when expenses exceed \$500 or when travel requires an overnight stay.

Fiscal Impact?
 Yes No

There are no expenses for Mayor Pro Tem Lemley to attend the AWC Legislative conference due to his AWC Board membership. Total expenses for Council Members Christensen and Jones are \$600 to attend the Regional Chamber Legislative trip. Mayor Rose and Council Member Thompson's total estimated expenses are \$5,200. ECA Will pay for travel and per diem for two people per ECA local government member community. There are enough funds in Council's travel and tuition budgets to cover expenses for these events.

Attachments:

City Manager Approved:

Johnson, Cindy
Jan 17, 08:56:18 GMT-0800 2014

Council Agenda Coversheet



Council Date: 01/21/2014

Category: Consent Calendar

Agenda Item: C8

Key Element: Key 2 - Infrastructure & Facilities

Subject: AWARD OF BID FOR THE COUNTRY RIDGE WATER SERVICE REPLACEMENT & CONDUIT INSTALLATION

Department: Public Works

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute a contract with Accelerated Construction & Excavation, LLC of Plummer, Idaho for \$453,064.48 for the Country Ridge Water Service Replacement & Conduit Installation project.

Summary:

The Country Ridge subdivision is scheduled for a residential overlay in the summer of 2015. As with most overlay projects, public works attempts to complete necessary underground utility work prior to the overlay being completed. The first phases of the Country Ridge subdivision area have galvanized steel water service lines between the distribution pipeline and the customer meter. Based on historical issues with leaking services it was determined that replacement of the water services with new copper services would be prudent before new pavement is placed.

Energy Services, in coordination with Public Works, made a determination that the existing power conduits were not adequate to support pulling new power wire if issues were to arise in the future. Due to the need to cross the asphalt roadway in many locations for installation, Energy Services elected to add conduit installation to the water service project. The advantages of this joint project between Energy Services and Public Works is that construction in the area will be completed at one time instead of multiple smaller projects and the overall bid price should be slightly better than two separate projects.

Included in the project is 2,750 LF of copper service line, 84 new water service line connections, 17,000 LF of 3 inch conduit, 7,000 LF of 4 inch conduit along with asphalt and landscaping restoration.

Seven bids were opened on December 19, 2013, with a high bid of \$629,846.33 and a low bid of \$453,064.48. Engineer's estimate was \$642,555.54.

Construction should start in March 2014 and be completed by June 2014.

This will be the first project that the City has awarded to Accelerated Construction & Excavation. Due to this, references were called to confirm that the contractor would be able to complete the work. The references all confirmed that the contractor would do a good job for the City.

Fiscal Impact? Yes No

Total project costs are estimated to be \$525,370.93. Water Utility costs are estimated at \$212,187.19, with \$556,956 available in the Water Utility capital budget carryover from 2013. Electric Utility costs are estimated at \$313,183.74, with \$2,187,000 available in the Electric Utility capital budget.

Attachments:

- 1) Country Ridge Water & Conduit - Bid Tab
- 2) Country Ridge Water & Conduit - Budget Summary
- 3) Country Ridge Water & Conduit - Vicinity Map
- 4) Sealed Bid Attachment for BID AWARDS

City Manager Approved:

Johnson, Cindy
Jan 17, 08:52:19 GMT-0800 2014

City of Richland

DATE BIDS OPENED: December 19, 2013	SB # 13-32 PW
Country Ridge Water Service Replacement & Conduit Installation	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		ACCELERATED CNST & EXC PLUMMER, ID		BIG D'S CNST of TRI CITIES PASCO, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A - PUBLIC WORKS									
A1	Mobilization.	1	LS	10,000.00	10,000.00	12,500.00	12,500.00	14,900.00	14,900.00
A2	SPCC plan.	1	LS	1,000.00	1,000.00	1,800.00	1,800.00	500.00	500.00
A3	Site restoration.	84	EA	200.00	16,800.00	150.00	12,600.00	200.00	16,800.00
A4	Project temporary traffic control.	1	LS	7,500.00	7,500.00	12,600.00	12,600.00	4,500.00	4,500.00
A5	Flaggers & spotters.	60	HR	45.00	2,700.00	60.00	3,600.00	45.00	2,700.00
A6	1" street service assembly.	84	EA	275.00	23,100.00	450.00	37,800.00	895.00	75,180.00
A7	1" street service line (Type K copper).	2,750	LF	11.00	30,250.00	12.00	33,000.00	8.00	22,000.00
A8	1" meter assembly.	4	EA	330.00	1,320.00	500.00	2,000.00	350.00	1,400.00
A9	1" house service line (Type K copper).	35	LF	9.00	315.00	50.00	1,750.00	8.00	280.00
A10	1" house service assembly.	4	EA	165.00	660.00	200.00	800.00	350.00	1,400.00
A11	Cut & cap existing service line.	3	EA	200.00	600.00	300.00	900.00	300.00	900.00
A12	Underground utility crossings - marked & unmarked.	170	EA	100.00	17,000.00	150.00	25,500.00	150.00	25,500.00
A13	Dig & verify.	10	EA	200.00	2,000.00	300.00	3,000.00	200.00	2,000.00
A14	Asphalt patching - (2" HMA & 6" CSTC).	950	SY	60.00	57,000.00	19.00	18,050.00	32.00	30,400.00
A15	Cement concrete sidewalk 4" thick (misc. locations).	9	SY	200.00	1,800.00	70.00	630.00	400.00	3,600.00

SCHEDULE A - PUBLIC WORKS SUBTOTAL

\$172,045.00

\$166,530.00

\$202,060.00

8.3% SALES TAX

14,279.74

13,821.99

16,770.98

SCHEDULE A - PUBLIC WORKS TOTAL

\$186,324.74

\$180,351.99

\$218,830.98

SCHEDULE B - ENERGY SERVICES									
B1	Mobilization.	1	LS	10,000.00	10,000.00	-	-	14,500.00	14,500.00
B2	Project temporary traffic control.	1	LS	5,000.00	5,000.00	10,000.00	10,000.00	5,500.00	5,500.00
B3	Flaggers & spotters.	80	HR	45.00	3,600.00	50.00	4,000.00	45.00	3,600.00
B4	Power conduit 3" diameter PVC, deep sockets.	17,164	LF	4.00	68,656.00	1.81	31,066.84	3.00	51,492.00
B5	Power conduit 4" diameter PVC, deep sockets.	7,222	LF	5.00	36,110.00	2.45	17,693.90	3.00	21,666.00
B6	Trench excavation & backfill, 12" wide x 42" deep.	17,451	LF	8.25	143,970.75	7.50	130,882.50	4.00	69,804.00
B7	Trench safety.	17,451	LF	1.00	17,451.00	0.10	1,745.10	0.01	174.51
B8	Pipe bedding.	17,451	LF	1.00	17,451.00	1.00	17,451.00	0.01	174.51
B9	Site restoration.	17,451	LF	2.00	34,902.00	0.25	4,362.75	2.00	34,902.00
B10	Underground utility crossings - marked & unmarked.	92	EA	125.00	11,500.00	100.00	9,200.00	150.00	13,800.00
B11	Asphalt patching - (2" HMA & 6" CSTC).	1,190	SY	60.00	71,400.00	19.00	22,610.00	32.00	38,080.00
B12	Power vault V3 cover w/steel lid.	1	EA	625.00	625.00	2,000.00	2,000.00	2,000.00	2,000.00
B13	Controlled density fill (CDF).	4	CY	150.00	600.00	200.00	800.00	150.00	600.00

SCHEDULE B - ENERGY SERVICES SUBTOTAL

\$421,265.75

251,812.09

\$256,293.02

8.3% SALES TAX

34,965.06

20,900.40

21,272.32

SCHEDULE B - ENERGY SERVICES TOTAL

\$456,230.81

\$272,712.49

\$277,565.34

GRAND TOTAL

\$642,555.54

\$453,064.48

\$496,396.32

City of Richland

DATE BIDS OPENED: December 19, 2013	SB # 13-32 PW
Country Ridge Water Service Replacement & Conduit Installation	

SHARPE & PRESZLER CNST KENNEWICK, WA	WATTS CONSTR, INC KENNEWICK, WA	INDUSTRIAL CONSTRUCTORS KENNEWICK, WA
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Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A - PUBLIC WORKS									
A1	Mobilization.	1	LS	45,520.00	45,520.00	17,475.79	17,475.79	25,000.00	25,000.00
A2	SPCC plan.	1	LS	150.00	150.00	208.06	208.06	500.00	500.00
A3	Site restoration.	84	EA	380.00	31,920.00	123.54	10,377.36	300.00	25,200.00
A4	Project temporary traffic control.	1	LS	3,700.00	3,700.00	2,344.94	2,344.94	4,000.00	4,000.00
A5	Flaggers & spotters.	60	HR	50.00	3,000.00	46.81	2,808.60	55.00	3,300.00
A6	1" street service assembly.	84	EA	300.00	25,200.00	1,234.74	103,718.16	1,550.00	130,200.00
A7	1" street service line (Type K copper).	2,750	LF	20.60	56,650.00	20.01	55,027.50	10.00	27,500.00
A8	1" meter assembly.	4	EA	375.00	1,500.00	521.09	2,084.36	300.00	1,200.00
A9	1" house service line (Type K copper).	35	LF	36.00	1,260.00	22.91	801.85	10.00	350.00
A10	1" house service assembly.	4	EA	200.00	800.00	97.67	390.68	300.00	1,200.00
A11	Cut & cap existing service line.	3	EA	300.00	900.00	783.86	2,351.58	750.00	2,250.00
A12	Underground utility crossings - marked & unmarked.	170	EA	-	-	108.42	18,431.40	60.00	10,200.00
A13	Dig & verify.	10	EA	100.00	1,000.00	175.54	1,755.40	250.00	2,500.00
A14	Asphalt patching - (2" HMA & 6" CSTC).	950	SY	20.00	19,000.00	35.46	33,687.00	35.00	33,250.00
A15	Cement concrete sidewalk 4" thick (misc. locations).	9	SY	330.00	2,970.00	106.20	955.80	100.00	900.00

SCHEDULE A - PUBLIC WORKS SUBTOTAL

\$193,570.00

\$252,418.48

\$267,550.00

8.3% SALES TAX

16,066.31

20,950.73

22,206.65

SCHEDULE A - PUBLIC WORKS TOTAL

\$209,636.31

\$273,369.21

\$289,756.65

SCHEDULE B - ENERGY SERVICES

B1	Mobilization.	1	LS	36,700.00	36,700.00	17,475.79	17,475.79	20,000.00	20,000.00
B2	Project temporary traffic control.	1	LS	7,500.00	7,500.00	3,902.28	3,902.28	5,000.00	5,000.00
B3	Flaggers & spotters.	80	HR	50.00	4,000.00	46.81	3,744.80	55.00	4,400.00
B4	Power conduit 3" diameter PVC, deep sockets.	17,164	LF	2.60	44,626.40	2.64	45,312.96	3.15	54,066.60
B5	Power conduit 4" diameter PVC, deep sockets.	7,222	LF	3.30	23,832.60	4.31	31,126.82	4.00	28,888.00
B6	Trench excavation & backfill, 12" wide x 42" deep.	17,451	LF	6.50	113,431.50	5.86	102,262.86	5.00	87,255.00
B7	Trench safety.	17,451	LF	0.01	174.51	-	-	-	-
B8	Pipe bedding.	17,451	LF	-	-	-	-	0.25	4,362.75
B9	Site restoration.	17,451	LF	-	-	1.03	17,974.53	0.50	8,725.50
B10	Underground utility crossings - marked & unmarked.	92	EA	-	-	108.38	9,970.96	50.00	4,600.00
B11	Asphalt patching - (2" HMA & 6" CSTC).	1,190	SY	41.00	48,790.00	34.37	40,900.30	35.00	41,650.00
B12	Power vault V3 cover w/steel lid.	1	EA	1,800.00	1,800.00	1,403.19	1,403.19	3,100.00	3,100.00
B13	Controlled density fill (CDF).	4	CY	175.00	700.00	62.42	249.68	150.00	600.00

SCHEDULE B - ENERGY SERVICES SUBTOTAL

\$281,555.01

\$274,324.17

\$262,647.85

8.3% SALES TAX

23,369.07

22,768.91

21,799.77

SCHEDULE B - ENERGY SERVICES TOTAL

\$304,924.08

\$297,093.08

\$284,447.62

GRAND TOTAL

\$514,560.39

\$570,462.29

\$574,204.27

City of Richland

DATE BIDS OPENED: December 19, 2013	SB # 13-32 PW
Country Ridge Water Service Replacement & Conduit Installation	

				C & E TRENCHING LLC PASCO, WA		RAY POLAND & SONS KENNEWICK, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A - PUBLIC WORKS									
A1	Mobilization.	1	LS	4,000.00	4,000.00	12,000.00	12,000.00		-
A2	SPCC plan.	1	LS	500.00	500.00	550.00	550.00		-
A3	Site restoration.	84	EA	565.00	47,460.00	415.00	34,860.00		-
A4	Project temporary traffic control.	1	LS	3,500.00	3,500.00	3,250.00	3,250.00		-
A5	Flaggers & spotters.	60	HR	50.00	3,000.00	49.50	2,970.00		-
A6	1" street service assembly.	84	EA	600.00	50,400.00	580.00	48,720.00		-
A7	1" street service line (Type K copper).	2,750	LF	22.50	61,875.00	19.05	52,387.50		-
A8	1" meter assembly.	4	EA	600.00	2,400.00	650.00	2,600.00		-
A9	1" house service line (Type K copper).	35	LF	22.50	787.50	45.00	1,575.00		-
A10	1" house service assembly.	4	EA	450.00	1,800.00	550.00	2,200.00		-
A11	Cut & cap existing service line.	3	EA	400.00	1,200.00	310.00	930.00		-
A12	Underground utility crossings - marked & unmarked.	170	EA	135.00	22,950.00	145.00	24,650.00		-
A13	Dig & verify.	10	EA	135.00	1,350.00	295.00	2,950.00		-
A14	Asphalt patching - (2" HMA & 6" CSTC).	950	SY	40.00	38,000.00	51.50	48,925.00		-
A15	Cement concrete sidewalk 4" thick (misc. locations).	9	SY	250.00	2,250.00	145.00	1,305.00		-
SCHEDULE A - PUBLIC WORKS SUBTOTAL					\$241,472.50	\$239,872.50	\$0.00	\$0.00	
8.3% SALES TAX					20,042.22	19,909.42	-	-	
SCHEDULE A - PUBLIC WORKS TOTAL					\$261,514.72	\$259,781.92	\$0.00	\$0.00	
SCHEDULE B - ENERGY SERVICES									
B1	Mobilization.	1	LS	4,000.00	4,000.00	15,000.00	15,000.00		-
B2	Project temporary traffic control.	1	LS	4,000.00	4,000.00	5,200.00	5,200.00		-
B3	Flaggers & spotters.	80	HR	50.00	4,000.00	49.50	3,960.00		-
B4	Power conduit 3" diameter PVC, deep sockets.	17,164	LF	2.06	35,357.84	1.70	29,178.80		-
B5	Power conduit 4" diameter PVC, deep sockets.	7,222	LF	2.43	17,549.46	2.28	16,466.16		-
B6	Trench excavation & backfill, 12" wide x 42" deep.	17,451	LF	3.90	68,058.90	7.39	128,962.89		-
B7	Trench safety.	17,451	LF	1.00	17,451.00	0.03	523.53		-
B8	Pipe bedding.	17,451	LF	0.80	13,960.80	0.78	13,611.78		-
B9	Site restoration.	17,451	LF	4.50	78,529.50	3.40	59,333.40		-
B10	Underground utility crossings - marked & unmarked.	92	EA	135.00	12,420.00	130.00	11,960.00		-
B11	Asphalt patching - (2" HMA & 6" CSTC).	1,190	SY	40.00	47,600.00	46.35	55,156.50		-
B12	Power vault V3 cover w/steel lid.	1	EA	1,400.00	1,400.00	1,850.00	1,850.00		-
B13	Controlled density fill (CDF).	4	CY	100.00	400.00	125.00	500.00		-
SCHEDULE B - ENERGY SERVICES SUBTOTAL					\$304,727.50	\$341,703.06	\$0.00	\$0.00	
8.3% SALES TAX					25,292.38	28,361.35	-	-	
SCHEDULE B - ENERGY SERVICES TOTAL					\$330,019.88	\$370,064.41	\$0.00	\$0.00	
GRAND TOTAL					\$591,534.60	\$629,846.33	\$0.00	\$0.00	

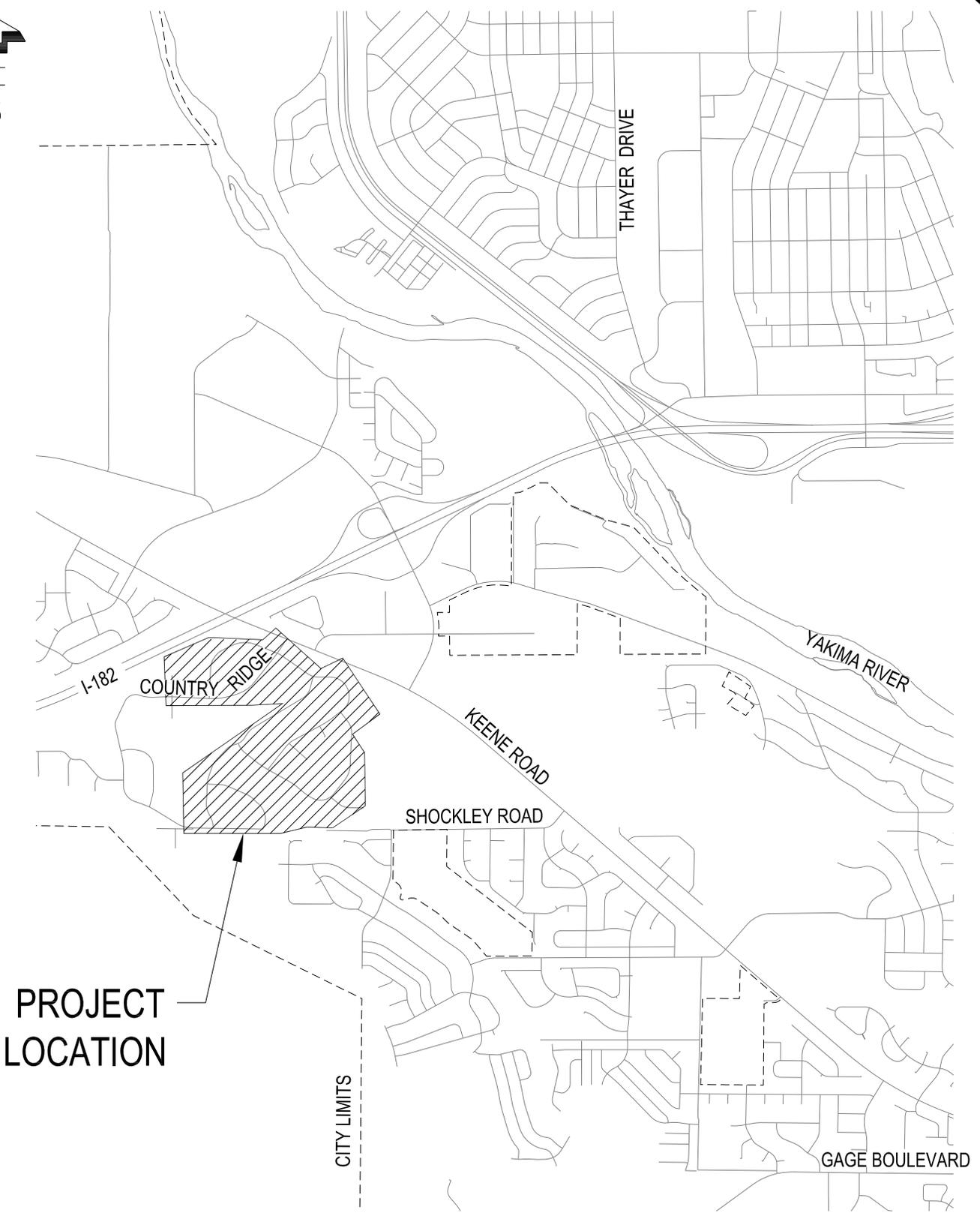
COUNTRY RIDGE WATER SERVICE REPLACEMENT & CONDUIT INSTALLATION

PROJECT FUNDING IS PROPOSED AS FOLLOWS:

Water Treatment Facilities Renewal / Replacement	\$212,187.19	2013 CIP pg 140	\$556,956 available
Energy Services Renewals and Replacements	<u>313,183.74</u>	2014 CIP pg 91	\$2,187,000 available
TOTAL PROJECT COSTS	<u><u>\$525,370.93</u></u>		

PROJECT EXPENSES ARE ESTIMATED AS FOLLOWS:

Design & Cnst Mgmt - PW ENG	\$ 22,000.00
WATER MAINTENANCE - Parts	5,000.00
Construction Contract	453,064.48
10% Contingency	<u>45,306.45</u>
TOTAL PROJECT COSTS	<u><u>\$525,370.93</u></u>



DATE: 11/27/2013
DRAWN BY: id
SCALE: NTS
CAD DWG: CRWS_PLAN SET.DWG

VICINITY MAP

Country Ridge Water Service Replacement & Conduit Installation

CONTRACT # SB 13-32

Sealed Bids

Per State of Washington public works bid laws (RCW 39) and Richland Municipal Code (RMC 3.04.110) all bids for public works projects where the cost is greater than \$50,000 and \$65,000 in the year 2010 or thereafter, or more shall be submitted to and approved by City Council. The bidding process for these projects shall adhere to the following formal contract procedure;

- Preparation -The contract document shall be prepared by the authorizing department requiring the work under the supervision and approved as to form by the City Attorney.
- Advertising -Calls for bids shall be published in the official newspaper of the City by the Purchasing Department or the authorizing department.
- Bonding - Each bidder shall make a deposit in an amount equal to not less than 5% of the total bid or provide a 5% bid bond. The successful bidder shall furnish a payment and performance bond in an amount equal to the total amount of the contract.
- Bid Opening - Bids shall be submitted sealed to the Purchasing Department and opened in public by the Purchasing Department. The Purchasing Department or the authorizing department shall make a tabulation of all bids. The authorizing department will make formal recommendation.
- Award or Rejection - A staff report with the recommendation of award to the lowest responsible bidder together with the tabulation of bids received shall be forwarded to City Council for approval or rejection. Upon approval by the City Council, the authorizing department shall award the bid to the lowest responsible bidder. Council may, by resolution, reject any and all bids.
- Execution - All such contracts shall be executed by the City Manager.
- Filing - All public works contracts meeting the criteria described above will be filed with the City Clerk.

Council Agenda Coversheet



Council Date: 01/21/2014

Category: Consent Calendar

Agenda Item: C9

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: EXPENDITURES FROM DECEMBER 30, 2013, TO JANUARY 10, 2014 IN THE AMOUNT OF \$5,520,952.17

Department: Administrative Services

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the expenditures from December 30, 2013, to January 10, 2014, in the amount of \$5,520,952.17.

Summary:

Breakdown of Expenditures:

Check Nos.	208413 - 208822	2,167,875.64
Portion of Check No.	208770 coded to prepaid expense, (not reflected on voucher listing)	337,693.00
Wire Nos.	5535 - 5544	449,439.74
Payroll Check Nos.	99288 - 99324	92,112.39
Payroll Wires/ACH	8331 - 8354	2,473,831.40
TOTAL		\$5,520,952.17

Fiscal Impact?
 Yes No

Total Disbursements: \$5,520,952.17.

Attachments:

Attach 1) Wire Transfers
Attach 2) Voucher Listing

City Manager Approved:

Johnson, Cindy
Jan 17, 08:55:21 GMT-0800 2014

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
DECEMBER 30, 2013 - JANUARY 10, 2014

Payee	Wire Description	Amount
Claim Wires - Wire No. 5535 to 5544		
Chicago Title Ins Co	Down Payment Assistance	9,000.00
Conover	Section 125	1,224.85
Department of Licensing	Firearms Online Pmt for Concealed Licenses	477.00
NW Intergovernmental Energy Service	Shell Market Purchase Power	186,033.20
PowerPay	Landfill Merchant Service Fees	368.16
Richland Golf Management Corporation	Col. Pt. Operating Reimb 12/13	56,595.76
Tri City Title & Escrow	Down Payment Assistance	3,900.00
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	191,840.77
	Total Claim Wire Transfers	\$ 449,439.74
A/P WCIA Check No. 208770		
Washington Cities Insurance Authority	Check processed 1/8/14-total amount not included in voucher listing report	\$ 337,693.00
Payroll Wires & Direct Deposits (ACH) - Wire No. 8331 to 8354		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,473,831.40
Total Claim & Payroll Wires/ACH		\$ 3,260,964.14

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 001 CITY COUNCIL					
ASSOCIATION OF WASHINGTON CITIES		2014 DUES	208676	AWC 2014 MEMBERSHIP DUES	\$34,765.00
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$183.09
				CITY COUNCIL TOTAL ****	\$34,948.09
Division: 100 CITY MANAGER					
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$26.74
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$8.46
SCIENS CONSULTING		1392	208809	MATRICES DISCOVERY MTG 2/26/13	\$7,230.00
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$43.43
				CITY MANAGER TOTAL ****	\$7,308.63
Division: 101 CITY CLERK					
CODE PUBLISHING INC		45299	208465	RMC UPDATES ORD 40/42/44	\$305.34
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$25.26
TRI CITY HERALD	S015476	13-6372	208638	ORDINANCE #31-13 RAN ON 11/10/	\$51.33
	S015476	13-6373		ORDINANCE #32-13 RAN ON 11/10/	\$46.20
	S015476	13-6374		ORDINANCE #34-13 RAN ON 11/10/	\$44.49
	S015476	13-6435		ORDINANCE #33-13 RAN ON 11/24/	\$46.20
	S015476	13-6436		ORDINANCE #35-13 RAN ON 11/24/	\$46.20
	S015476	13-6437		ORDINANCE #36-13 RAN ON 11/24/	\$99.24
	S015476	13-6438		ORDINANCE #37-13 RAN ON 11/24/	\$47.91
	S015476	13-6439		ORDINANCE #38-13 RAN ON 11/24/	\$47.91
	S015476	13-6440		ORDINANCE #39-13 RAN ON 11/24/	\$70.15
	S015476	13-6465		NOTICE OF PUBLIC HEARING RAN O	\$80.42
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$28.39
				CITY CLERK TOTAL ****	\$939.04
Division: 102 CITY ATTORNEY					
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$26.74
BELL BROWN & RIO PLLC		480	208678	PROSECUTION SRVCS-JAN 2014	\$20,756.55
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$6.12
PRONTO PROCESS SERVICE INC		PTO-2013010673	208744	MONTHLY MESSENGER SRVC-NOV	\$40.00
		PTO-201400052		MONTHLY MESSENGER SRVC-DEC	\$40.00
WA ASSN OF PUBLIC RECORDS OFFICERS		2014 WAPRO	208646	FULTON 2014 WAPRO RENEWAL	\$25.00
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$45.14
				CITY ATTORNEY TOTAL ****	\$20,939.55
Division: 110 ASSISTANT CITY MANAGER					
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$26.74
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$29.76
				ASSISTANT CITY MANAGER TOTAL ****	\$56.50



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount	
Division:	111	COMMUNICATIONS & MARKETING				
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$55.48	
HERRON, TRISHA		121813	208716	HERRON-COFFEE FOR STAFF MTG	\$14.65	
MACHART, KELLY		120713	208800	MACHART-PHOTOGRAPHY BOOKS	\$27.98	
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$23.10	
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$0.26	
				TELEPHONE CHRGS 12/23-1/22/14	\$10.98	
COMMUNICATIONS & MARKETING TOTAL ****					\$132.45	
Division:	112	CABLE COMMUNICATIONS				
THE BUSKE GROUP		13743	208621	CABLE FRANCHISE CONSULTING-NOV	\$3,478.89	
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$12.15	
CABLE COMMUNICATIONS TOTAL ****					\$3,491.04	
Division:	113	HANFORD COMMUNITIES				
LUNDGREN, REGINA E		RCH-HCN-328	208554	HANFORD COMM NEWSLETTER-DEC	\$1,500.00	
		RCH-SB-327		SPEAKERS BUREAU-DEC	\$400.00	
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$6.60	
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$8.07	
HANFORD COMMUNITIES TOTAL ****					\$1,914.67	
Division:	120	FIRE				
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$26.74	
EAGLE PRINTING & GRAPHIC DESIGN INC		38552	208491	SCBA ID LABELS	\$43.70	
FIANDER & ASSOCIATES LLC DBA	P053463	6016	208708	FREIGHT/DELIVERY CHARGE	\$146.21	
	P053463			#2394, PURPLE BAND LIGHT	\$97.31	
	P053463			#2223, GRID ROLLER	\$121.84	
	P053463			#2020, AEROMAT FOAM B/BL	\$149.29	
	P053463			#2490, DYNAMAX MED BALLS, 14LB	\$324.74	
	P053463			#2357, BLUE BANDS HD	\$171.22	
	P053463			ADJUST TAX	(\$0.01)	
	P053463			#1620, DYNAMAX MED BALLS, 20LB	\$357.23	
HOME DEPOT CREDIT SERVICES	S015475	10292	208525	KIDDLE PRO SMOKE ALARMS	\$2,692.34	
LN CURTIS & SONS	P053441	2110359-00	208552	RED HEAD BRASS 5" STORZ SPANNE	\$28.16	
	P053441			RED HEAD BRASS - STYLE 34, ROC	\$45.49	
	P053441			RED HEAD BRASS - STYLE 35, DOU	\$77.98	
	P053441			RED HEAD BRASS ADJUSTABLE HYDR	\$47.65	
OXARC INC		PS13748	208579	GAS DETECTOR CALIBRATION	\$206.34	
RICHLAND ACE HARDWARE		39372	208746	MOP HANDLE	\$15.15	
		39392		TOWEL HOLDER/TRASH CAN	\$18.93	
		39474		CAR WASH CONCENTRATE	\$25.95	
		39601		WIRE RACK/ROASTER	\$38.96	
		39627		AXE HANDLE	\$17.85	



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SOUND EMPLOYMENT SOLUTIONS LLC		13100	208811	HR ASSESS C13-050/FINAL	\$927.94
		13101		HR ASSESS C13-079/PYMT 2	\$2,253.12
UNITED PARCEL SERVICE	S015478	000986641503	208643	ADDRESS CORRECTION CHARGE FOR	\$12.00
WASHINGTON CITIES INSURANCE AUTHORITY		20254	208770	2014 WCIA INSURANCE PREMIUM	\$8,166.00
				2014 WCIA INSURANCE PREMIUM	\$58.00
WEST COAST FIRE & RESCUE	S015479	1038	208657	DEMO HOLMATRO 4240 SPREADER	\$6,443.85
	P053296	1041		HOLMATRO 2000 SERIES RAM &	\$931.38
	P053296			HOLMATRO PREVENTATIVE MAINTENA	\$573.99
	P053296			50' CORE HOSE FOR DUO PUMP	\$2,057.70
	P053296			HOLMATRO DPU30 PUMP CORE UPGRA	\$1,288.77
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$159.83
FIRE TOTAL ****					\$27,525.65
Division:	130	POLICE			
101 CLEANERS		12/13-9427360	208779	UNIFORM LAUNDRY SERVICE-DEC	\$334.17
ALLEN BUCK COMMERCIAL DIVING		13-0014	208780	EVIDENCE SEARCH-7/15/13	\$100.00
ANOVAWORKS		24547	208674	HEP A/HEP A-B COMBO VACCINES	\$243.00
		24880	208420	HEPATITIS A VACCINE	\$98.00
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$2,320.84
BENTON COUNTY SHERIFF		12/13-MEDICAL	208783	MEDICAL COSTS-SEPT 2013	\$1,811.45
BLUMENTHAL UNIFORM CO	P053360	32449	208434	#8131-1-04 POLO SHIRT SS BI CO	\$77.87
	P053360			SHIPPING	\$11.91
	P053413	34761	208681	A367 GOLD PLATE TIE BAR W/SEAL	\$76.03
	P053413			SHIPPING AND HANDLING CHARGE U	\$3.79
	P053406	36525	208434	#1601970002 GLOVE/BLACK/ TAC A	\$30.31
	P053406			#1601970004 GLOVE/BLACK/TAC A2	\$30.31
	P053406			#1601970003 GLOVE/BLACK/TAC A2	\$30.31
	P053406			ADJUST FOR TAX	\$0.01
	P053412	36663/36663-01		ADJUST FOR TAX	(\$0.01)
	P053412			SEW BADGE EMBLEM ON GARMENT	\$3.25
	P053412			SEW BADGE EMBLEM ON GARMENT	\$3.25
	P053412			SEW NAME EMBLEM ON GARMENT	\$3.25
	P053412			SEW NAME EMBLEM ON GARMENT	\$3.25
	P053412			SEW EMBLEM EACH SLEEVE	\$6.50
	P053412			NAMETAG 1"X5" DARK NAVY BKGRD	\$22.58
	P053412			NAMETAG 1"X5" DARK NVY BKGRD &	\$22.58
	P053412			SHIPPING	\$25.72
	P053412			#61159-750 SHIRT WOMENS SS NAV	\$162.42
	P053412			#64306-750 PANT WOMENS NAVY PD	\$162.42
	P053412			#62065-750 SHIRT WOMENS PDU LS	\$162.42
	P053412			SEW EMBLEM EACH SLEEVE	\$6.50
	P053412	36663-02		#8131-1-04 SHIRT POLO SS BICOM	\$38.93



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BLUMENTHAL UNIFORM CO	P053412	36663-02	208434	SHIPPING	\$11.10
	P053419	37127		SEW NAME EMBLEM ON GARMENT	\$2.17
	P053419			#72345-750 SHIRT MENS LS PDU C	\$108.28
	P053419			ADJUST FOR TAX	(\$0.01)
	P053419			SEW BADGE EMBLEM EACH SLEEVE	\$2.17
	P053419			SEW NAME EMBLEM ON GARMENT	\$2.17
	P053419			SEW EMBLEM EACH SLEEVE	\$4.33
	P053419			SEW EMBLEM EACH SLEEVE	\$4.33
	P053419			#74326-750 PANT MENS CARGO PDU	\$108.28
	P053419			NAMETAG 1"X5" DRK NAVY BKGRD &	\$15.05
	P053419			NAMETAG 1"X5" DRK NVY BKGRD &	\$15.05
	P053419			SHIPPING & HANDLING CHARGES	\$16.25
	P053419			#71177-750 SHIRT MENS SS PDU C	\$108.28
	P053419			SEW BADGE EMBLEM ON GARMENT	\$2.17
CASCADE NATURAL GAS CORP		12/13-75997100005	208687	NAT GAS 871 GW WAY 11/19-12/18	\$1,642.63
CASTLE HOSPITALITY INC		13181	208688	2013 VOLUNTEER APPRECIATION	\$397.91
				2013 VOLUNTEER APPRECIATION	\$47.74
				2013 VOLUNTEER APPRECIATION	\$83.42
CHARTER COMMUNICATIONS CITY OF RICHLAND		12/13-0309703POL	208690	RPD INTERNET SRVC 12/29-1/28	\$60.35
		13-391 TAYLOR	208459	IA CONF/LAS VEGAS/TAYLOR	\$593.00
		13-458 MUAI		SOCIAL MEDIA INV/RENTON/MUAI	\$242.76
		13-461 BICKFORD		REID I&I/SEATTLE/BICKFORD	\$874.46
DOMESTIC VIOLENCE SERVICES		23044	208486	DOMESTIC VIOLENCE SRVCS-NOV'13	\$888.50
DYNO NOBEL INC	S015409	93309112	208490	2,000 FT OF PRIMACORD 10	\$925.98
	S015409			NONEL LEADLINE 2500 FT/ 762M 2	\$679.88
	S015409			TAX	\$96.36
FRONTIER	S015480	12/13-206-1882614	208504	TELEPHONE CHARGE 12/19/13-1/18	\$115.71
	S015473	12/13-253-0035792		TELEPHONE CHARGE 12/7/13-1/6/1	\$640.02
JANSEN, DAMON		121213	208527	WSP CRIME LAB TECHS LUNCH	\$34.91
LEAF FUNDING INC DBA		4762430	208546	1/12 3 OCE IM3512 MAINT-DEC'13	\$505.87
LIVEVIEW GPS INC		05970-2014	208551	1ST QTR 2014 PT10SUB	\$119.85
LN CURTIS & SONS	P053208	2107980-00	208552	#00231NT NIGHTOPS WARRIOR	\$1,781.88
MUAI, JEFF		13-458	208571	SOCIAL MEDIA INV/FUEL/MUAI	\$73.49
NOVUS GLASS		I0004327	208576	R&R LEFT QTR GLASS-2007 JEEP	\$119.13
OAKLEY SALES CORP	S015443	727338763	208577	SHIPPING	\$7.17
	S015443			SI ASSULT BOOT 6" #11096-001C	\$119.13
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$259.16
				POSTAGE 11/01-11/30/13	\$302.20
RIVER CITY TOWING INC		12698	208748	TOW CHARGES 12/17	\$48.74
		13015	208598	TOW CHARGES 12/4/13	\$48.74
		13016		TOW CHARGES 12/4/13	\$48.74



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RIVER CITY TOWING INC		13017	208598	TOW CHARGES 12/5/13	\$48.74
		13021		TOW CHARGES 12/9/13	\$154.33
		13023		TOW CHARGES 12/11/13	\$124.55
		13029	208748	TOW CHARGES 12/17	\$48.74
		13031		TOW CHARGES 12/18	\$48.74
		13041		TOW CHARGES 12/27	\$48.74
SAN DIEGO POLICE EQUIPMENT CO	P052592	609339	208601	CCI-53653 SPEER LAWMAN 45ACP 2	\$2,553.61
SOUND SOLUTIONS NORTHWEST INC DBA	P053407	10163	208608	VIDEO SYSTEM UPGRADE FOR INTER	\$1,244.12
	P053407			VIDEO SYSTEM UPGRADE FOR INTER	\$4,650.00
TACTICAL DESIGN LABS INC	P053411	9927	208618	SHIPPING	\$10.00
	P053411			PNL-001-00M COMFORT PANEL W/LU	\$228.00
TASER INTERNATIONAL	P053473	SI1343551	208755	ESTIMATED SHIPPING	\$14.04
	P053473			#26700 DPM BATTERY PK ASSEMBLE	\$189.25
	P053473			#26701 XDPM BATTERY PK ASSEMBL	\$216.33
TAYLOR, JEFFERY M		13-391	208620	IA CONF/LAS VEGAS/TAYLOR	\$202.95
TIM BUSH MOTOR COMPANY DBA		1010	208630	RPD CAR WASHES-NOV 2013	\$94.50
TLO LLC		12/13-204527	208814	RECORDS SEARCH-DEC 2013	\$110.00
TREASURE VALLEY COFFEE CO		11659	208635	RPD COFFEE DELIVERY	\$158.58
		11883	208816	RPD COFFEE DELIVERY 12/31/13	\$119.60
VERIZON WIRELESS		9716939990	208766	DATA CHARGES 12/20/13-1/19/14	\$1,241.08
WASHINGTON ASN OF SHERIFFS & POLICE CHIEFS		DUES2014-00235	208821	2014 WASPC DUES-SKINNER	\$365.00
WASHINGTON CITIES INSURANCE AUTHORITY		20254	208770	2014 WCIA INSURANCE PREMIUM	\$5,619.00
WASHINGTON COMMUNICATIONS LLC DBA		349864	208771	REPAIR RADIO ANTENNA	\$466.98
WASHINGTON STATE PATROL		00052520	208772	ACCESS USER FEE OCT-DEC 2013	\$534.00
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$271.13
				TELEPHONE CHRGS 12/23-1/22/14	\$6.03
POLICE TOTAL ****					\$35,716.45
Division:	210	ADMINISTRATIVE SERVICES			
INTL PUBLIC MANAGEMENT ASSOCIATION		24196191	208720	KOCH-2014 IPMA DUES	\$149.00
PITNEY BOWES INC		1278325-DC13	208586	4TH QTR-13 PB SORTER/POSTAGE	\$8,678.09
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$21.72
				TELEPHONE CHRGS 12/23-1/22/14	\$17.64
ADMINISTRATIVE SERVICES TOTAL ****					\$8,866.45
Division:	211	FINANCE			
CITY OF RICHLAND		010814	208791	CASHIER SHORTAGE-GRIMES	\$40.00
		121613	208458	CASHIER SHORTAGE-ZEPEDA	\$9.96
COLLECTORSOLUTIONS INC		2013212	208467	MERCHANT SRVC CHRGS-NOV 2013	\$20,937.05
GRAINGER	S015474	9313710858	208512	ELECTRIC HEATER ITME #1VNX3	\$30.23
MARTIN BUSINESS SYSTEMS	S015417	14146	208558	SHIPPING CHARGES	\$97.47
	S015417			BACK OF DELINQUENT UTILITY	\$797.69



City Of Richland

VL-1 Voucher Listing

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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$626.53
				POSTAGE 11/01-11/30/13	\$2,340.13
POSTMASTER	PERMIT 153-12/27		208591	POSTAGE 12/06-12/27/13	\$8,140.46
XEROX CORPORATION	071445155		208668	W5655 BASE CHRGR/PRINTS-NOV'13	\$191.06
XO HOLDINGS LLC DBA	0264357580		208669	TELEPHONE CHRGS 12/23-1/22/14	\$0.21
				TELEPHONE CHRGS 12/23-1/22/14	\$116.98
				TELEPHONE CHRGS 12/23-1/22/14	\$56.36
FINANCE TOTAL ****					\$33,384.13
Division:	212	PURCHASING			
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$5.54
UNITED PARCEL SERVICE	S015478	000986641503	208643	WEEKLY SERVICE CHARGE 12/14/1	\$22.00
	S015478	000986641513		WEEKLY SERVICE CHARGE 12/21/1	\$22.00
WASHINGTON CITIES INSURANCE AUTHORITY		20254	208770	2014 WCIA INSURANCE PREMIUM	\$67.00
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$52.96
				TELEPHONE CHRGS 12/23-1/22/14	\$38.06
PURCHASING TOTAL ****					\$207.56
Division:	213	INFORMATION TECHNOLOGY			
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$363.75
COLUMBIA INDUSTRIES SUPPORT LLC	P053309	148258	208696	Hard drive disposal shredding	\$520.00
GOVERNMENTJOBS.COM INC	P053498	07-10930	208797	LICENSE RENEWAL- NEOGOV ANNUAL	\$16,353.30
MID COLUMBIA ENGINEERING INC	P052201	ST006114	208564	ADD ON RICH AUSTILL, AS400	\$286.00
		ST006140	208732	AUSTILL-AS 400-12/22-12/28	\$143.00
		ST006154	208801	AUSTILL-AS 400-12/30/13	\$143.00
PARADISE BOTTLED WATER CO		11/13-SHOPS	208582	BOTTLED WATER-NOV	\$49.80
		12/13-SHOPS	208805	BOTTLED WATER-DEC 2013	\$34.55
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$0.46
PRINTER TECH SERVICE & SUPPLIES		15782	208807	BLACK TONER CARTRIDGE	\$157.04
SHARESQUARED INC	P053279	1666	208604	ENTERPRISE CONTENT MANAGEMENT	\$24,412.50
	P053279	1680		ENTERPRISE CONTENT MANAGEMENT	\$15,137.50
	P053279	1685	208750	ENTERPRISE CONTENT MANAGEMENT	\$10,937.50
	P053279	1688		ENTERPRISE CONTENT MANAGEMENT	\$5,070.00
VERIZON WIRELESS		9716891251	208820	BROADBAND 12/20/13-1/19/14	\$40.08
WAT INC	P053422	RICHLANDIT-131119	208653	SHIPPING	\$3.25
	P053422			Havis RF port covers for	\$227.43
WEBSense INC	P053485	100077160	208775	LICENSE RENEWAL-	\$14,024.85
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$220.12
INFORMATION TECHNOLOGY TOTAL ****					\$88,124.13
Division:	220	HUMAN RESOURCES			
ANOVAWORKS		24246	208674	PRE EMPLOYMENT MEDICAL	\$790.00
		24547		AUDIOGRAMS	\$52.00



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ANOVAWORKS		24880	208420	DS-NIDA	\$56.00
		24977	208781	PRE-EMPLOYMENT MEDICAL	\$299.00
		25126	208674	DS-NIDA SCREEN	\$56.00
		25527		PRE-EMPLOYMENT MEDICAL	\$941.00
		25543		PRE EMPLOYMENT MEDICAL	\$939.00
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$36.74
CONLEY, SHIRLEY		2013 MILEAGE	208474	CONLEY-MILEAGE 6/19-12/19/13	\$55.26
GAGNEBIN, JANE		2013 MILEAGE	208507	GAGNEBIN-MILEAGE 1/2-12/19/13	\$193.23
HARRINGTON'S TROPHIES		72001	208517	CAREY-RETIREMENT PLAQUE	\$86.64
MID COLUMBIA POLYGRAPH		121713	208733	POLYGRAPH-PRE EMPLOYMENT	\$250.00
MILLER, KATHY		2013 MILEAGE	208567	MILLER-MILEAGE 1/4-12/20/13	\$237.30
NATIONAL PUBLIC EMPLOYER LABOR RELATIONS ASN		MILLER 29165/2014	208736	2014 NPFLRA DUES/MILLER	\$200.00
NORTHWEST RESOLUTIONS INC		1346	208739	ARBITRATION FEES-EXPENSES-AUG	\$3,073.50
PARADISE BOTTLED WATER CO		11/13-SHOPS	208582	BOTTLED WATER-NOV	\$49.80
		12/13-SHOPS	208805	BOTTLED WATER-DEC 2013	\$34.55
PARKER, RACHELL		2013 MILEAGE	208584	PARKER-MILEAGE 11/19-12/18/13	\$35.03
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$55.98
PROGRESSIVE BUSINESS PUBLICATIONS		252271702/2014	208743	2014 SUBSCRIPTION-HR-MILLER	\$299.00
SOUND EMPLOYMENT SOLUTIONS LLC		13100	208811	HR ASSESS C13-050/FINAL	\$4,905.40
		13101		HR ASSESS C13-079/PYMT 2	\$2,506.24
		1399		HR ASSESS C13-079/PYMT 1	\$2,022.00
TANNER, WILLIAM		121913	208619	INVESTIGATION/DAYTON/TANNER	\$81.36
TAYLOR, JEFFERY M		2013 FALL	208620	TAYLOR-2013 FALL TUITION	\$525.00
WASHINGTON ASSN OF SEWER & WATER DISTRICTS		131220-001	208822	JOB AD-PLANT OPERATOR	\$50.00
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$63.76
HUMAN RESOURCES TOTAL****					\$17,893.79
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$89.03
CITY OF RICHLAND		13-365 KING	208691	ULI FALL CONF/CHICAGO/KING	\$342.00
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$2.84
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$17.88
COMMUNITY &DEVELOPMENT SERVICE TOTAL****					\$451.75
Division:	301	DEVELOPMENT SERVICES			
ABADAN INC		CNIN079447	208671	XEROX 6604 MAINT 12/23-1/22	\$55.17
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$248.93
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$76.15
				POSTAGE 11/01-11/30/13	\$0.92
PRINTER TECH SERVICE & SUPPLIES		15772	208741	PRINTER REPAIR-R120C	\$287.00



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRI CITY HERALD	S015476	13-6387	208638	NOTICE OF APPLICATION & PUBLIC	\$165.97
	S015476	13-6393		NOTICE OF PUBLIC HEARING RAN O	\$66.73
	S015476	13-6474		NOTICE OF PUBLIC HEARING RAN O	\$121.48
US BANK EQUIPMENT FINANCE INC		242878429	208817	XEROX 6604 12/6/13-1/6/14 PYMT	\$244.80
VERIZON WIRELESS		9716901120	208766	BLDG INSP LAPTOPS 12/20-1/19	\$160.06
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$98.60
				TELEPHONE CHRGS 12/23-1/22/14	\$17.93
DEVELOPMENT SERVICES TOTAL****					\$1,543.74
Division:	302	REDEVELOPMENT			
BYKONEN, PAM		13-487 BYKONEN	208685	STUDIO VISIT/HOODRIVER/BYKONEN	\$59.05
KENNEWICK HIGH SCHOOL		2013 TREE KHS	208536	2013 TREE LIGHTING PERFORMER	\$100.00
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$4.76
THE NIELSEN COMPANY LLC		2160604	208624	SITE REPORTS 12/18/13-12/17/14	\$1,185.89
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$17.58
				TELEPHONE CHRGS 12/23-1/22/14	\$5.43
REDEVELOPMENT TOTAL****					\$1,372.71
Division:	330	PARKS & RECREATION ADMIN			
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$121.51
PARKS & RECREATION ADMIN TOTAL****					\$121.51
Division:	331	PARKS & REC - RECREATION			
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$21.59
CAMARENA, DANA		SC08-006/DEC 2013	208443	SALSA CLASS INSTRUCTOR-DEC'13	\$414.18
CHARTER COMMUNICATIONS		12/13-80070321633	208453	RCC INTERNET SRVC 12/10-1/9/14	\$119.99
CITY OF PASCO		G102213	208455	2013 SUMMER SWIM PROGRAM	\$1,231.60
FRONTIER	S015480	12/13-206-1882614	208504	TELEPHONE CHARGE 12/19/13-1/18	\$297.33
MID COLUMBIA ENGINEERING INC	P052175	ST006094	208564	ADDING MORE MONEY	\$233.58
	P052176	ST006095		RP3 - GENERAL EDUCATION	\$14.09
	P052174	ST006095A		RP1 - MARTIAL ARTS/SPORTS 2013	\$226.66
	P052175	ST006106		ADDING MORE MONEY	\$585.54
	P052176	ST006115		RP3 - GENERAL EDUCATION	\$246.50
	P052176	ST006116		RP3 - GENERAL EDUCATION	\$776.00
		ST006155	208801	RP2 INSTRUCTOR-MASON-DEC 2013	\$834.23
MILESTONES ATHLETIC SUPPLY INC		79827	208566	GAME & PRACTICE BASKETBALLS	\$350.02
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$4.13
RICHLAND ACE HARDWARE		39595	208746	GOOF OFF/SILICONE	\$12.97
SCOTT, TAIFEI		SC13-054/DEC 2013	208603	ZUMBA CLASS INSTRUCTOR-DEC	\$153.56
THRASHER, BEVERLY		SC11-1/DEC 2013	208629	FOOTCARE CLASS #8439-DEC 2013	\$662.40
TREASURE VALLEY COFFEE CO		11735	208635	RCC COFFEE DELIVERY	\$102.67
WASHINGTON CITIES INSURANCE AUTHORITY		20254	208770	2014 WCIA INSURANCE PREMIUM	\$1,394.00
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$84.51



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$5.43
				TELEPHONE CHRGS 12/23-1/22/14	\$32.58
PARKS & REC - RECREATION TOTAL****					\$7,803.56
Division:	335	PARKS & REC - PARKS&FACILITIES			
A COMPLETE JANITORIAL SUPPLY		1228	208413	SIDE PRESS BUCKETS	\$209.29
AMERICAN ROCK PRODUCTS INC		196457	208416	RAILROAD BALLAST	\$305.11
AMSAN		301510657	208418	SOAP/DELIMER/DISH RINSE	\$276.62
ASBESTOS AND MOLD SOLUTIONS INC		727	208422	ASBESTOS ABATE 1593 MANSFIELD	\$1,898.91
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$62.09
				ACCT#287243288881 MASTER BILL	\$124.50
BACKFLOW APPARATUS & VALVE CO		648400	208677	WATTS COVER KIT	\$73.16
CASCADE NATURAL GAS CORP		12/13-51897100007	208448	NAT GAS 1005 SWIFT 11/15-12/17	\$10.85
		12/13-73638100005		NAT GAS 500 AMON 11/19-12/17	\$2,292.05
		12/13-80577100003		NAT GAS BLDG 200 11/14-12/16	\$3,722.92
		12/13-90577100002		NAT GAS BLDG 300 11/14-12/16	\$4,169.44
		12/13-96738100005		NAT GAS 505 SWIFT 11/19-12/18	\$3,175.41
CITY OF RICHLAND		2939209	208456	GALA PARK UTILITIES 10/2-10/22	\$16.16
COLUMBIA RIGGING CORP		23286	208471	WIRE ROPE SLING	\$119.19
EWING IRRIGATION PRODUCTS INC		7302848	208496	PVC BUSHINGS/GASKETS/TEES	\$359.02
		7382806		PVC BUSHINGS/VALVES/TAPE	\$1,000.12
FRONTIER	S015480	12/13-206-1882614	208504	TELEPHONE CHARGE 12/19/13-1/18	\$955.13
	S015480			TELEPHONE CHARGE 12/19/13-1/18	\$26.79
GRAINGER	S015474	9310620167	208512	HOSE BIBB ITEM #6GXC8	\$93.90
	S015474	9313998321		SPST THERMONSTATE ITEM #1ZKW6	\$35.15
HALL'S QUALITY SAFETY TRAINING		2013 HARPER	208515	CPR TRAINING-HARPER	\$50.00
HERTZ EQUIPMENT RENTAL CORP		27178322-001	208717	BOOM RENTAL 11/20-11/21/13	\$342.23
		27226218-001		FORKLIFT RENTAL 12/20/13	\$212.27
HOME DEPOT CREDIT SERVICES	S015475	1085943	208525	SWITCH, PAINT, GARAGE PLATE	\$180.80
	S015475	4085277		SNAKE INVOICE #4085277 12/6/1	\$40.94
	S015475	8084410		BASIN WRENCH	\$30.61
	S015475	9918144		ADHESIVE INVOICE #9918144 12/	\$81.16
JT AUTOMOTIVE PARTS INC DBA		299728	208532	THERMOMETER TESTER	\$64.97
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		763136	208726	PVC UNIONS	\$87.59
MARK VINCENT CONSTRUCTION LLC	P053112	970	208557	RECOAT HARDWOOD FLOORS AT THE	\$6,492.59
MOON SECURITY SERVICES INC		686610	208735	LIBRARY FIRE MONITORING-JAN	\$33.00
		687100		RPTF FIRE MONITORING-JAN	\$59.90
		689542		BASIC FIRE MONITORING-JAN	\$33.00
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$0.92
PLATT ELECTRIC SUPPLY INC		B014741	208588	30 MINUTE TIME SWITCH	\$26.86
		B224692		CC FUSES	\$254.20
		B253531		HUB CLOSURE PLATE CAP	\$11.54



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PLATT ELECTRIC SUPPLY INC		B323541	208588	CIRCUIT BREAKERS	\$150.10
PRO BUILD COMPANY LLC		71442239	208742	LUMBER	\$291.27
		71442254		BROWN FELT/CAULKING	\$25.97
		71442522	208592	FELT/DUCT TAPE	\$27.59
		71442564		PAINTED TRIM/FELT	\$2,603.43
		71442579		TACKER HAMMER	\$39.51
		71442582		FELT UNDERLAY	\$95.26
		71442600		CHALK LINE REEL	\$21.64
RICHLAND ACE HARDWARE		206750	208746	ANTI FREEZE	\$31.13
		39527		TIE DOWN STRAPS	\$14.50
		39535		TOILET TANK REPAIR KIT	\$16.23
		39536		BRASS COUPLERS	\$21.09
		39543		GALVENIZED PIPE/NIPPLES	\$18.58
		39550		DECK SCREWS	\$10.28
		39614		CELL PHONE HOLDER	\$10.82
STEEBER'S LOCK SERVICE		2301	208614	RPD SERVICE CALL-LOCK	\$64.98
		2382		REKEY	\$38.99
STONEWAY ELECTRIC SUPPLY		S100708978.001	208753	WALL PLATE/TILE RING	\$36.18
		S100709728.001		RECEPTACLES	\$23.39
		S100739784.001		DUPLEX PLATES/RECEPTACLE BOX	\$7.18
		S100740007.001		TOGGLE SWITCH	\$3.28
SUN RENTAL CENTER		184237-3	208754	AIR COMPRESSOR RENTAL 12/6-16	\$259.92
SUNTOYA CORPORATION	S015461	76103	208616	FREIGHT	\$15.61
	S015461			SEAL KIT FOR TACO PUMP, PART	\$731.41
THE PERSONAL TOUCH CLEANING INC		41714	208626	JANITOR SRVCS 100 BLDG-DEC	\$2,113.69
		41715		JANITOR SRVCS 200 BLDG-DEC	\$577.36
		41716		JANITOR SRVCS 300 BLDG-DEC	\$451.08
		41717		JANITOR SRVCS RCC BLDG-DEC	\$3,202.09
		41718		JANITOR SRVCS-LIBRARY-DEC	\$4,032.56
THE SHERWIN WILLIAMS CO		3262-7	208627	PAINTERS TAPE	\$42.17
		3356-7		PAINT	\$262.79
		3457-3		PAINT BRUSH SET	\$15.17
		3486-2		PAINT/TRAY LINERS/BRUSHES	\$327.65
		4306-0	208757	PAINT	\$105.12
		5486-9		4 GALLONS PAINT/PAINT BRUSH	\$227.39
		5878-7	208627	PAINT	\$253.37
		5879-5		PAINT	\$262.79
				PAINT EXCHANGE	(\$253.37)
		5927-2		PAINT/PAINTERS TAPE	\$232.87
		6071-8		PAINT/BRUSHES	\$336.28
		6319-1	208757	10 GALLONS PAINT	\$525.58



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
THE SHERWIN WILLIAMS CO		6366-2	208757	PAINTERS TAPE/TRAY LINERS	\$36.24
TOTAL ENERGY MANAGEMENT INC		38066	208633	REPLACED FILTERS-SHOPS	\$317.86
		38223		REPLACE DEFROST BOARD-ST 73	\$483.56
		38257		REPLACE SEQUENCHER-LANDFILL	\$195.95
		38273		RPD SERVICE CALL-RESET BLADES	\$211.19
		38299		WIRE REPAIR-ADMN BLDG	\$223.05
WA STATE DEPT OF AGRICULTURE		56843/2014	208768	2014 PESTICIDE LIC/P PARDINI	\$33.00
WALLA WATER INC DBA		12121	208650	RESET CABLES/TENSION SPRINGS	\$389.88
		12157	208769	BAY DOOR SPRING REPAIR	\$1,399.71
WASHINGTON CITIES INSURANCE AUTHORITY		20254	208770	2014 WCIA INSURANCE PREMIUM	\$16,471.00
				2014 WCIA INSURANCE PREMIUM	\$4,023.00
				2014 WCIA INSURANCE PREMIUM	\$751.00
				2014 WCIA INSURANCE PREMIUM	\$15.00
				2014 WCIA INSURANCE PREMIUM	\$84.00
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$85.83
PARKS & REC - PARKS&FACILITIES TOTAL****					\$68,921.59
Division:	900	NON-DEPARTMENTAL			
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$114.94
STATE AUDITOR'S OFFICE		L100877	208613	AUDIT SERVICES-NOV 2013	\$17,192.65
THE BANK OF NEW YORK MELLON		111-1580420	208813	RICLTGOREF06 12/2/13-12/1/14	\$301.75
THE OBSERVER		2222362	208625	TOURISM ADS 11/20 & 11/27/13	\$829.75
UPTOWN BUSINESS IMPROVEMENT DISTRICT		CHALKART 2013	208764	BLRF C05-13 CHALK ART 2013	\$5,000.00
WASHINGTON CITIES INSURANCE AUTHORITY		20254	208770	2014 WCIA INSURANCE PREMIUM	\$4,005.00
				2014 WCIA INSURANCE PREMIUM	\$279,655.00
				2014 WCIA INSURANCE PREMIUM	\$46,890.00
				2014 WCIA INSURANCE PREMIUM	\$935.00
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$38.00
NON-DEPARTMENTAL TOTAL ****					\$354,962.09
GENERAL FUND Total ***					\$716,625.08
FUND	101	CITY STREETS			
Division:	401	STREETS MAINTENANCE			
ADVANCED SIGNAL & CONTRACTING LLC	P052381	2256	208672	RAILROAD TRACK CROSSING INSPEC	\$310.00
	P052381	2257		RAILROAD TRACK CROSSING INSPEC	\$208.48
	P052381	2258		RAILROAD TRACK CROSSING INSPEC	\$360.00
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$81.35
FRONTIER	S015480	12/13-206-1882614	208504	TELEPHONE CHARGE 12/19/13-1/18	\$59.22
	S015480			TELEPHONE CHARGE 12/19/13-1/18	\$26.80
HERTZ EQUIPMENT RENTAL CORP		27218372-001	208520	LIQUID PROPANE	\$32.84
INTERNATIONAL MUNICIPAL SIGNAL ASSN		103897/2014	208719	IMSA 2014 DUES-BIRD	\$70.00



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
INTERNATIONAL MUNICIPAL SIGNAL ASSN		103899/2014	208719	IMSA 2014 DUES-RENZ	\$70.00
		22938/2014		IMSA 2014 DUES-VERDUZCO	\$70.00
		55069/2014		IMSA 2014 DUES-MORRIS	\$70.00
		55159/2014		IMSA 2014 DUES-LEE	\$70.00
		55281/2014		IMSA 2014 DUES-PARDINI	\$70.00
MOON SECURITY SERVICES INC		689542	208735	BASIC FIRE MONITORING-JAN	\$33.00
WASHINGTON CITIES INSURANCE AUTHORITY		20254	208770	2014 WCIA INSURANCE PREMIUM	\$7,329.00
				2014 WCIA INSURANCE PREMIUM	\$1,744.00
WILBUR ELLIS COMPANY		2014 PMTS	208664	PM TECH SEMINAR-FLATAU 1/14/14	\$40.00
				PM TECH SEMINAR-DIENER 1/14/14	\$40.00
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$21.72
ZUMAR INDUSTRIES INC	S015460	0167160	208778	SIGN POST, 12' LONG, 2" DIAMET	\$698.54
	S015460			SIGN POST, 10' LONG, 2" DIAMET	\$582.11
	S015460			FREIGHT	\$119.39
STREETS MAINTENANCE TOTAL****					\$12,106.45
Division:	402	ARTERIAL STREETS			
APOLLO INC	P052237	C22-13/PYMT 9	208675	HANFORD REACH INTERPRETIVE CEN	\$365,406.59
CONFEDERATED TRIBES OF THE UMATILLA	P052378	18099	208698	AMENDMENT #2 NOT TO EXCEED \$75	\$27,218.52
JUB ENGINEERS INC	P052737	85498	208725	SOUTH GWW SAFETY & MOBILITY IM	\$4,485.00
LEH APPRAISAL SERVICES LLC	P052425	12/13-DUPORTAIL	208547	DUPORTAIL BRIDGE - APPRAISAL F	\$1,600.00
TRI CITY HERALD	S015476	13-6338	208638	CALL FOR BID "CITY WIDE SAFETY	\$247.78
WA STATE DEPT OF TRANSPORTATION	P053474	RE45A6136YCL013	208648	STEVENS DRIVE EXTENSION-APPRAI	\$1,693.56
ARTERIAL STREETS TOTAL****					\$400,651.45
CITY STREETS Total ***					\$412,757.90
FUND	110	LIBRARY			
Division:	303	LIBRARY			
CASCADE NATURAL GAS CORP		12/13-61897100006	208687	NAT GAS 955 N GATE 11/19-12/17	\$2,369.71
FRONTIER	S015473	12/13-509-9433152	208504	TELEPHONE CHARGE 12/4/13-1/3/1	\$523.04
OCLC INC		0000288886	208804	CATALOGING SRVCS-NOV 2013	\$941.57
SMITH, C. MARK		COMM GODFATHER	208751	COMMUNITY GODFATHER BOOK	\$24.95
UNIQUE MANAGEMENT SERVICES INC		248776	208762	COLLECTION SERVICES-NOV 2013	\$1,288.80
WASHINGTON CITIES INSURANCE AUTHORITY		20254	208770	2014 WCIA INSURANCE PREMIUM	\$24,092.00
				2014 WCIA INSURANCE PREMIUM	\$15,251.00
				2014 WCIA INSURANCE PREMIUM	\$43.00
XEROX CORPORATION		701709342	208777	W5225P BASE CHRGS-NOV 2013	\$370.80
		701709343		W5225P BASE CHRGS-NOV 2013	\$233.58
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$132.34
LIBRARY TOTAL****					\$45,270.79
LIBRARY Total ***					\$45,270.79



Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 112		INDUSTRIAL DEVELOPMENT FUND			
Division:	305	ECONOMIC DEVELOPMENT			
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$135.30
DEPARTMENT OF COMMERCE		CERB-1034	208701	CERB LOAN C2003-148 FERGUSON	\$6,826.02
				CERB LOAN C2003-148 FERGUSON	\$49,430.53
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$4.54
POSTMASTER		12/13-95075-00	208806	POSTAGE DUE 1/2-12/3/13	\$72.20
TRIDEC		733	208640	MEMBER DIRECTORY AD SALES 2014	\$1,000.00
WASHINGTON CITIES INSURANCE AUTHORITY		20254	208770	2014 WCIA INSURANCE PREMIUM	\$1,317.00
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$24.27
ECONOMIC DEVELOPMENT TOTAL ****					\$58,809.86
INDUSTRIAL DEVELOPMENT FUND Total ***					\$58,809.86
FUND 150		HOTEL/MOTEL FUND			
Division:	307	HOTEL/MOTEL TAX			
COLUMBIA BASIN BMX		117	208468	INTERIOR DOORS H/M C13-13	\$766.11
		118		ROLL SHUTTERS H/M C13-13	\$10,120.64
		119		CONCESSION CABINETS H/M C13-13	\$6,866.22
		120		BMX BLDG METAL ROOD H/M C13-13	\$11,045.52
HOTEL/MOTEL TAX TOTAL ****					\$28,798.49
HOTEL/MOTEL FUND Total ***					\$28,798.49
FUND 151		SPECIAL LODGING ASSESSMENT			
Division:	339	TOURISM PROMOTION AREA			
TRI CITIES VISITOR & CONVENTION BUREAU		NOV2013-INT	208761	SPECIAL LODGING-NOV INTEREST	\$4.79
TOURISM PROMOTION AREA TOTAL ****					\$4.79
SPECIAL LODGING ASSESSMENT Total ***					\$4.79
FUND 153		COMMUNITY DEV BLOCK GRANT			
Division:	308	CDBG PROGRAM			
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$24.45
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$5.43
				TELEPHONE CHRGS 12/23-1/22/14	\$5.71
CDBG PROGRAM TOTAL ****					\$35.59
COMMUNITY DEV BLOCK GRANT Total ***					\$35.59
FUND 154		HOME FUND			
Division:	309	HOME PROGRAM			
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$5.71



Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HOME PROGRAM TOTAL ****					\$5.71
HOME FUND Total ***					\$5.71
FUND 218	POLICE STATION DEBT SERVICE				
Division:	972	POLICE STATION DEBT SERVICE			
THE BANK OF NEW YORK MELLON		111-1580422	208813	RICUTFOREF05 12/2/13-12/1/14	\$150.88
POLICE STATION DEBT SERVICE TOTAL ****					\$150.88
POLICE STATION DEBT SERVICE Total ***					\$150.88
FUND 220	RICHLAND COMMUNITY CTR DEBT				
Division:	973	RICHLAND CENTER DEBT SERVICE			
THE BANK OF NEW YORK MELLON		111-1580422	208813	RICUTFOREF05 12/2/13-12/1/14	\$150.87
RICHLAND CENTER DEBT SERVICE TOTAL ****					\$150.87
RICHLAND COMMUNITY CTR DEBT Total ***					\$150.87
FUND 222	LIBRARY DEBT SERVICE				
Division:	974	LIBRARY DEBT SERVICE			
THE BANK OF NEW YORK MELLON		111-1580421	208813	RICUTGO07 FEE 12/2/13-12/1/14	\$301.75
LIBRARY DEBT SERVICE TOTAL ****					\$301.75
LIBRARY DEBT SERVICE Total ***					\$301.75
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
BUELL RECREATION LLC	P053371	WARIC121613	208441	SHIPPING	\$812.25
	P053371			BCI BURKE STRUCTURE #907-77733	\$6,299.81
NATURAL STRUCTURES	P053432	13-S215	208574	PURCHASE THREE SIDED KIOSK FOR	\$3,977.86
	P053432			SHIPPING	\$600.00
PARKS & REC PROJECTS TOTAL ****					\$11,689.92
PARK PROJECT CONSTRUCTION Total ***					\$11,689.92
FUND 395	DELAWARE AVENUE LID 195				
Division:	430	CAPITAL PROJECTS			
ABADAN INC		ARIN045121	208671	ENGINEER COPIES-DELAWARE LID	\$28.59
TRI CITY HERALD	S015476	13-6443	208638	CALL FOR BID ON "DELAWARE AVE	\$149.98
CAPITAL PROJECTS TOTAL ****					\$178.57
DELAWARE AVENUE LID 195 Total ***					\$178.57
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P053454	3627-523374	208476	CONDUIT,PVC,3",SCH 40,20 FT	\$21,386.22
	P053344	3627-531713		TAPE 3M #88, 1 1/2 X 44FT	\$216.60
	P053450	3627-531860		ADJUST SALES TAX	(\$0.01)
	P053450			TAPE 3M #88, 1 1/2 X 44FT	\$162.45
	P053450			SEALANT POLYCEL 100 EXPANDING	\$237.83
	P053450			GUARD, ANIMAL-SQUIRREL,BIRD	\$308.20
	P053450			PVC SOLVENT CEMENT, QUART SIZE	\$661.37
	P053454	3627-531892		COUPLING,PVC,6",SCH 40,DBELL	\$338.33
	P053454			COUPLING,PVC,6",EXPANSION	\$338.98
	P053454			COUPLING,PVC,4",SCH 40,DBELL	\$151.19
	P053454			PLUG,PVC,6"POLY,FOR SCH 40	\$135.16
	P053454			BELL END,PVC,4",SCH 40	\$93.25
	P053454			COUPLING,PVC,5"x 12",SPLIT,	\$90.97
	P053454			COUPLING,PVC,3",EXPANSION	\$68.49
	P053454			BELL END,PVC,6",SCH 40	\$67.58
	P053454			COUPLING,PVC,3"x 12",SPLIT,	\$53.48
	P053454			SALES TAX ADJUSTMENT	(\$0.02)
	P053454			ELBOW,PVC,6",90,48" RADIUS	\$649.48
	S015477	3627-532336		WIRE,CU,BLDG #6 STR,THHN,BLACK	\$476.52
	GENERAL PACIFIC INC	P053462	1215141/1215226	208510	ADJUST SALES TAX
P053462				TERM,CABLE POSITIONER, #51919	\$1,384.07
P053462				T-BODY CABLE ADAPTER, 750MCM	\$238.26
P053462				T-BODY BASIC ELBOW WITH STUD	\$1,666.20
P053462				T-BODY BASIC INSULATING PLUG,	\$1,691.65
P053462				T-BODY BASIC CONNECTING PLUG	\$1,571.65
P053462		1215688	208710	T-BODY CONDUCTOR CONTACT	\$625.43
GRAYBAR ELECTRIC CO INC	S015358	970147840	208513	TERMINAL, XFMR 4 COND 500-2,	\$360.77
HD SUPPLY POWER SOLUTIONS LTD	P053220	2377191-00	208519	XFMR,PAD,3-PH 75 KVA, 208Y/120	\$5,533.05
	P053220			XFMR,PAD,3-PH 500 KVA 208Y/120	\$32,438.02
	P053220			XFMR,PAD,3-PH 112 KVA 208Y/120	\$12,372.19
	S015316	2384029-00		XFMR,PAD,3-PH 1000KVA 480Y/277	\$15,895.19
	S015316			XFMR,PAD,3-PH 500 KVA 480Y/277	\$10,333.99
	S015316	2384029-01/02		ADJUST FOR TAX	(\$0.01)
	S015316			XFMR,PAD,3-PH 225 KVA 480Y/277	\$23,571.50
	S015316			XFMR,PAD,3-PH 750 KVA 480Y/277	\$56,961.47
	S015316			XFMR,PAD,3-PH 1500KVA 480Y/277	\$42,945.28
	P053328	2408256-00		BRACKET CONDUIT RISER, 15",	\$1,851.93
	S015435	2431532-00		METER, JUMPER, EKSTROM	\$194.94
	P053461	2441865-00		TERMINATION KIT, JACKETED 1/0,	\$1,035.62
PLATT ELECTRIC SUPPLY INC	P053452	B332906/B404411	208588	ADJUST SALES TAX	\$0.01
	P053452			TIE, CABLE, 11" MIN, BLACK	\$117.09



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PLATT ELECTRIC SUPPLY INC	P053452	B332906/B404411	208588	TIE, CABLE, 7.9" MIN, BLACK	\$152.27
	P053452			TAPE 3M IRVINGTON 2510	\$195.81
WESCO DISTRIBUTION INC	P053430	493142	208656	TERMINAL, COMP 750, 2-HOLE	\$558.96
TOTAL ****					\$237,131.40
Division:	501	BUSINESS SERVICES			
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$26.74
NORTHWEST PUBLIC POWER ASSOCIATION		107457	208738	NW WAGE&HOUR DUES 1/1-12/31/14	\$645.00
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$153.86
VERIZON WIRELESS		9716891284	208766	WIRELESS ACCESS 12/20-1/19/14	\$40.01
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$48.46
BUSINESS SERVICES TOTAL ****					\$914.07
Division:	502	ELECTRICAL ENGINEERING			
ABADAN INC		CNIN079447	208671	XEROX 6604 MAINT 12/23-1/22	\$18.39
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$142.57
MICHAEL E PURDY ASSOCIATES LLC		RCH1213	208731	TEMPLATE CONSULTING-DEC 2013	\$1,150.00
US BANK EQUIPMENT FINANCE INC		242878429	208817	XEROX 6604 12/6/13-1/6/14 PYMT	\$81.60
WA STATE DEPT OF TRANSPORTATION		RE45JE5520L007	208648	OH POWERLINE-PLANS REVIEW	\$122.81
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$91.05
ELECTRICAL ENGINEERING TOTAL ****					\$1,606.42
Division:	503	POWER OPERATIONS			
AMERICAN ROCK PRODUCTS INC		197035	208416	CONCRETE	\$36.46
				CONCRETE	\$145.76
ANOVAWORKS		24977	208781	PHYSICAL-DOT EXAM	\$79.00
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$269.48
BENTON PUD	P052651	12/13-4419818251	208432	SAFETY TRAINING - 2013	\$2,765.09
BOYD'S TREE SERVICE LLC		3084	208683	STUMP GRINDING-71 PARK STREET	\$235.00
		3156	208436	TREE PRUNING 12/16-12/20/13	\$4,958.62
		3165	208683	TREE PRUNING 12/23-12/27/13	\$4,056.27
COLUMBIA RIGGING CORP		23356	208697	CHOKE CHAIN SLING	\$128.37
CONNELL OIL INC		0077435-IN	208475	KEROSENE	\$177.13
CONSTRUCTION AHEAD INC DBA		23100-07	208477	SAINT ST CROSSING 12/3/13	\$1,182.75
DENNY'S		121513	208484	OVERTIME MEALS 12/15/13	\$12.87
		123013	208700	OVERTIME MEALS 12/30/13	\$35.03
GENERAL PACIFIC INC	S015433	1215683	208710	HOTSTICK CUTTER HEAD FOR ACSR,	\$208.85
GRAINGER	S015474	9313710841	208512	BATTERY PACK ITEM #6VEE3	\$214.43
	S015474	9314942203		JOBBER BITS VARIOUS SIZES	\$153.34
	S015474	9315311226		HSS STEP DRILL BIT ITEM #4XL28	\$185.84
	S015474	9316309922		HAMMER DRILL/DRIVER KIT ITEM #	\$510.66
	S015474	9316534156		WEB SLING ITEM #1DMR3	\$45.13
HI-LINE HOLDING COMPANY LLC DBA	S015462	1/D41960	208522	WIRE HOLDING STICK, HUBBELL	\$328.63



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HI-LINE HOLDING COMPANY LLC DBA	S015462	1/D41960	208522	FREIGHT	\$22.14
HJ ARNETT INDUSTRIES LLC	S015429	31694/31733	208524	GLOVE ACCEPTANCE TEST - HIGH	\$380.10
	S015429			GLOVE ACCEPTANCE TEST - LOW	\$307.70
	S015429			GLOVE ACCEPTANCE - LOW SIZE 9.5	\$115.84
	S015429			11" 5KV, YEL ON BLK, SZ10.5	\$115.84
	S015429			FREIGHT	\$114.74
	S015429			NEW GLOVE ACCEPTANCE TEST	\$36.20
	S015429			ACCEPTANCE TEST - LINE HOSE	\$70.80
HOME DEPOT CREDIT SERVICES	S015475	4080809	208525	FORK LATCH INVOICE #4080809	\$6.76
LAMPSON INTERNATIONAL LLC	S015436	53246	208543	CRANE RENTAL FOR KADLEC	\$3,211.10
PARADISE BOTTLED WATER CO		12/13-POWEROPS	208740	BOTTLED WATER-DECEMBER	\$27.83
SCHWEITZER ENGINEERING LABORATORIES INC	S015457	2474-12344	208602	UNDERGROUND FAULT INDICATOR,	\$2,404.26
STONEWAY ELECTRIC SUPPLY	S015344	S100672383.001	208615	SQD GFI TEST 2 LEVEL GFI ON	\$3,898.80
TYNDALE ENTERPRISES INC	P052157	706376	208642	FIRE RETARDANT CLOTHING-2013	\$424.42
		707855		RETURN FR JACKET	(\$199.27)
WAGNER SMITH EQUIPMENT CO	S015324	0246984-IN	208649	REPAIR OF ROBO CUTTER	\$457.95
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$109.79

POWER OPERATIONS TOTAL ****

\$27,233.71

Division: 504 SYSTEMS DIVISION

AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$252.89
CENTRAL HOSE & FITTINGS INC		379304	208689	OIL PUMPS HOSES	\$44.06
ELR CONSULTING INC		2391	208703	SC12-51 SCADA 12/4-12/12	\$7,842.22
		2395		SC12-51 SCADA 12/1-12/2/13	\$3,899.57
HOME DEPOT CREDIT SERVICES	S015475	4085229	208525	BLACK NIPPLES INVOICE #408522	\$46.77
	S015475	5085043		CLOSE NIPPLES INVOICE #508504	\$11.95
	S015475	6034929		THREADLOCKER INVOICE #6034929	\$7.01
	S015475	6133222		PIPE AND SCREWS INVOICE #61332	\$13.30
	S015475	9080001		BLACK PIPE INVOICE #9080001	\$109.76
ITRON INC	P052151	310242	208721	TECH SUPPORT PER CONTRACT	\$948.91
RICHLAND ACE HARDWARE		206968	208596	1" TEES	\$13.94
		206971		BUSHINGS/NIPPLES	\$6.24
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$105.04

SYSTEMS DIVISION TOTAL ****

\$13,301.66

Division: 505 ENERGY POLICY MGMT

ACCENT SIGNS INC		14176	208415	RECYCLE SIGN/BANNER	\$254.51
APOLLO SHEET METAL INC	P053353	123697	208421	EE LOAN: W. MERRICK, 1002 VAN	\$11,053.10
BENTON COUNTY AUDITOR/WEATHERWISE	P053477	112160 RELEASE	208429	M. COLTON-LIEN RELEASE; AC# 11	\$72.00
		112540 RELEASE	208679	RELEASE LIEN-STEWART	\$72.00
		1200070		RECORD LIEN-MCKINNEY	\$72.00
		1222480 RELEASE		RELEASE LIEN-LINDENMEIER	\$72.00



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENTON COUNTY AUDITOR/WEATHERWISE		173620 RELEASE	208679	RELEASE LIEN-NODINE	\$72.00
		253120 LIEN		RECORD LIEN-ECKARD	\$72.00
		310580-RELEASE		RELEASE LIEN-COX	\$72.00
	P053477	353240 RELEASE	208429	A. QUINLEY-LIEN RELEASE; AC#	\$72.00
		611240 RELEASE	208679	RELEASE LIEN-PINCHUK	\$72.00
		690120 RELEASE		RELEASE LIEN-LEDGERWOOD	\$72.00
		742160 RAMSEY		RELEASE LIEN-RAMSEY	\$72.00
BENTON PUD		12/13-3287762373	208432	ELEC SRVC AGRMT 11/20-12/21	\$988.22
CHINOOK HEATING & AIR INC		15203	208454	808 CEDAR-REBATE-DUCTLESS HP	\$1,500.00
		17118	208789	312A ADAMS-EE LOAN-H PUMP	\$14,106.08
CITY OF RICHLAND		181300	208460	1024 WILLARD-REBATE-H PUMP	\$1,500.00
		211360		1510 COTTONWOOD-REBATE-HP/WIN	\$1,508.00
		321200		1002 VAN GIESEN-REBATE-HPUMP	\$500.00
		381980		1232 GOWEN-REBATE-WINDOWS	\$1,342.62
		423220		2119 SHASTA-REBATE-WIN/HPUMP	\$2,449.52
		653040		1776 BOSTON-REBATE-HPUMP	\$1,000.00
		700920		2351 CAMAS-REBATE-HPUMP	\$1,000.00
		712380	208692	2454 DOLPHIN CT-REBATE-HP	\$1,400.00
		751340	208460	336 WENAS-REBATE-WINDOWS	\$1,289.04
COLUMBIA INDUSTRIES SUPPORT LLC		149154	208696	SHREDDING SRVCS 12/20/13	\$1,151.82
DELTA HEATING & COOLING INC		21899	208482	1776 BOSTON-EE LAON-HPUMP	\$5,794.05
	P053420	21941	208699	EE LOAN: E. JACKSON, 2454 DOLP	\$8,014.20
ENERGY INCENTIVES INC		CORDEC2013	208705	EE INSPECTIONS-DEC 2013	\$1,415.00
GLASS NOOK INC		60923	208796	414 SAINT-REBATE-WINDOWS	\$1,291.38
M CAMPBELL & COMPANY INC		603795	208728	106 ORCHARD-REBATE-HP/PTCS	\$1,400.00
		608102	208799	113 WINDWOOD-REBATE-HP/PTCS	\$900.00
		623631	208555	1910 FAIRWAY-REBATE-HP/PTCS	\$900.00
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$264.96
TOTAL ENERGY MANAGEMENT INC		49770LOAN	208815	1601 CHAMNA VIEW-EE LOAN-HPUMP	\$15,000.00
TRANS UNION LLC		12303071	208759	CREDIT REPORT- MCKINNEY	\$7.56
VERIZON WIRELESS		9716891284	208766	WIRELESS ACCESS 12/20-1/19/14	\$40.01
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$48.11
ENERGY POLICY MGMT TOTAL ****					\$76,910.18
Division:	506	TECHNICAL SERVICES			
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$135.00
CENTRAL HOSE & FITTINGS INC		378916	208450	HOSES	\$77.99
HOME DEPOT CREDIT SERVICES	S015475	1572216	208525	BUSHING AND NIPPLES	\$38.90
INTERNATIONAL MUNICIPAL SIGNAL ASSN		40111/2014	208719	IMSA 2014 DUES-BLAIN	\$70.00
		40137/2014		IMSA 2014 DUES-NEALEY	\$70.00
		41199/2014		IMSA 2014 DUES-CARMONA	\$70.00
		85780/2014		IMSA 2014 DUES-WHITNEY	\$70.00



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SINCLAIR TECHNOLOGIES INC	P053438	190812	208606	LOOP PLATES FOR RF FILTER CAVI	\$330.00
	P053438			FREIGHT	\$40.00
STONEWAY ELECTRIC SUPPLY		S100739318.001	208615	SWITCH COVER/CORD CONNECTORS	\$22.10
		S100740716.001		10 IN 1 SCREWDRIVER	\$14.75
TECHNICAL SERVICES TOTAL ****					\$938.74
ELECTRIC UTILITY FUND Total ***					\$358,036.18
FUND 402	WATER UTILITY FUND				
Division: 000					
BADGER METER INC	S015414	13167401	208424	METER,WATER BRONZE DISC, 1",	\$2,945.76
	S015414	13167402		METER,WATER BRONZE DISK, 3/4,	\$10,604.74
	S015414	13167403		WATER METER BRONZE DISC 1-1/2"	\$2,924.10
HD FOWLER COMPANY INC	P053431	13537067	208518	COUP ROMAC 501-7.20X7.20X5	\$310.57
	P053431			SADDLE ROMAC 202S-7.60 X 2"IP,	\$69.58
	P053431			VALVE, MJ KIT FOR 6" FITTINGS,	\$33.12
	P053431			FREIGHT	\$27.08
	P053431			SADDLE ROMAC 202S-14.38 X 2"IP	\$122.15
	P053431			COUP ROMAC 501(10.10 X 10.10)	\$180.86
	P053431			FLANGE COUPLING BODY, 8" ROMAC	\$267.43
	P053431			CLAMP STEEL 1-1/4" X 4", ROMAC	\$47.41
	P053431			CLAMP STEEL, 3/4" X 4", ROMAC	\$44.34
TOTAL ****					\$17,577.14
Division: 410	WATER CAPITAL PROJECTS				
BRANOM INSTRUMENT CO	S015466	520761	208684	ADD FREIGHT INVOICE 520761	\$19.96
	S015466			MEDIA CONVERTER, ETHERNET/FIBE	\$317.32
	S015466			MANAGED 8-PORT ETHERNET SWITCH	\$648.72
	S015466			TOUCHSCREEN DISPLAY, 10" SIZE,	\$2,680.43
	S015466			MANAGED 8-PORT ETHERNET SWITCH	\$648.72
	S015466	520761.3		DIN RAIL MOUNTING BRACKET FOR	\$4.33
	S015466			DIN RAIL MOUNT POWER SUPPLY,	\$155.95
	S015466			ETHERNET DATA RADIO, 900 MHz,	\$752.69
	S015466			DIN RAIL MOUNT POWER SUPPLY,	\$155.95
	S015466			ADD FREIGHT INVOICE 520761.3	\$29.21
	S015466			SURGE SUPPRESSOR, N-TYPE, DC	\$129.96
	S015466			YAGI ANTENNA, 10 DBI, N FEMALE	\$162.45
	S015466			ANTENNA CABLE, LMR400, N MALE	\$168.95
	S015466			RADIO TO SURGE ARRESTOR CABLE,	\$43.32
CASCADE TITLE COMPANY OF BENTON		00199350-010-PW	208449	MEADOW HILLS RESERVOIR SITE	\$709.31
GRAINGER	S015474	9311765144	208512	RELAY, 5 PINS ITEM #4FE18	\$164.64
T BAILEY INC	P052089	C148-12/RETAINAGE	208812	MEADOW HILLS WATER TANK - 148-	\$28,216.45



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WATER CAPITAL PROJECTS TOTAL****					\$35,008.36
Division:	411	WATER ADMINISTRATION			
RH2 ENGINEERING INC	P043638	59458	208745	MOD. #4 ON-CALL & GENERAL	\$1,121.86
THE BANK OF NEW YORK MELLON		111-1580423	208813	RICWAT04 FEE 12/2/13-12/1/14	\$150.88
		111-1580424		RICWATIREF09 12/2/13-12/1/14	\$132.00
WATER ADMINISTRATION TOTAL****					\$1,404.74
Division:	412	WATER OPERATIONS			
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$84.82
CORRECT EQUIPMENT INC	S015471	28938	208478	FREIGHT	\$230.50
	S015471			CHLORINATION TABLETS, 55LB PAI	\$2,877.60
GREEN RIVER COMMUNITY COLLEGE/WOW		B5274/2014	208712	BAT 2014 CERT RENEWAL-TALLEN	\$42.00
		B5884/2014		BAT 2014 CERT RENEWAL-ANDREWS	\$42.00
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$2.76
RICHLAND ACE HARDWARE		39344	208596	MOLDING CORNER/PAINT BRUSH	\$54.10
TOKAY SOFTWARE INC	P053329	092895	208632	Upgrade Navigator to Navigator	\$4,005.00
WA STATE DEPARTMENT OF HEALTH		005707/2014	208767	WW OPERATOR 2014 CERT-TALLEN	\$42.00
		006666/2014		WW OPERATOR 2014 CERT-FINCH	\$42.00
		007014/2014		WW OPERATOR 2014 CERT-ANDREWS	\$42.00
		007472/2014		WW OPERATOR 2014 CERT-EGGERS	\$42.00
		007927/2014		WW OPERATOR 2014 CERT-DESPARTE	\$42.00
		010568/2014		WW OPERATOR 2014 CERT-CLARK	\$42.00
		011578/2014		WW OPERATOR 2014 CERT-FATELEY	\$42.00
		013226/2014		WW OPERATOR 2014 CERT-MASTERS	\$42.00
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$54.93
WATER OPERATIONS TOTAL****					\$7,729.71
Division:	413	WATER MAINTENANCE			
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$185.53
BADGER METER INC	S015414	13398300	208424	CREDIT FOR DEFECTIVE ERT FROM	(\$181.89)
FERGUSON ENTERPRISES INC		1256501	208498	PVC PIPE FITTINGS	\$17.28
FINAL TOUCH UPHOLSTERY		24371	208500	BUCKET SEATS VEH 3286	\$833.91
GC SYSTEMS INC	S015451	000028372A	208509	FREIGHT	\$15.54
	S015451			ADJUST SALES TAX	\$0.01
	S015451			ORIFICE PLATE FOR CLA-VAL, X52	\$810.08
GRAINGER	S015474	9315826595	208512	FOAM ROLL ITEM #5VFE8	\$196.86
	S015474	9318492262		LIFE VEST ITEM #11N763	\$89.92
	S015474	9318658284		LIFE VEST ITEM #11N764	\$89.92
GREEN RIVER COMMUNITY COLLEGE/WOW		B3583/2014	208712	BAT 2014 CERT RENEWAL-LOVE	\$42.00
		B4096/2014		BAT 2014 CERT RENEWAL-CRATER	\$42.00
HALL'S QUALITY SAFETY TRAINING		2013 SAVAGE	208515	CPR TRAINING-SAVAGE	\$50.00
HD FOWLER COMPANY INC		I3531388	208518	PVC REDUCER/PIPE	\$58.78



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HERTZ EQUIPMENT RENTAL CORP		27210460-001	208520	LIQUID PROPANE	\$4.32
RICHLAND ACE HARDWARE		206952	208596	SCREW DRIVER	\$5.95
TACOMA SCREW PRODUCTS INC		22087057	208617	STORAGE BINS	\$54.19
WA STATE DEPARTMENT OF HEALTH		007535/2014	208767	WW OPERATOR 2014 CERT-WEIXEL	\$42.00
		010634/2014		WW OPERATOR 2014 CERT-SIEFKEN	\$42.00
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$17.36
WATER MAINTENANCE TOTAL ****					\$2,415.76
WATER UTILITY FUND Total ***					\$64,135.71
FUND 403	WASTEWATER UTILITY FUND				
Division: 420	SEWER ADMINISTRATION				
JUB ENGINEERS INC	P053097	85548	208798	SOUTH RICHLAND SEWER PLANNING-	\$4,000.00
THE BANK OF NEW YORK MELLON		111-1580423	208813	RICWAT04 FEE 12/2/13-12/1/14	\$150.87
		111-1580424		RICWATIREF09 12/2/13-12/1/14	\$144.00
SEWER ADMINISTRATION TOTAL ****					\$4,294.87
Division: 421	SEWER CAPITAL PROJECTS				
COLUMBIA ELECTRIC SUPPLY	P053282	5858-705428	208469	CABLE ASSEMBLY, CATALOG	\$322.14
STONEWAY ELECTRIC SUPPLY		S100726185.001	208615	CONNECTORS/BUSHINGS	\$30.61
SEWER CAPITAL PROJECTS TOTAL ****					\$352.75
Division: 422	SEWER OPERATIONS				
AMERIGAS PROPANE LP		3024003129	208673	FILL PROPANE TANK 12/11/13	\$321.80
ANOVAWORKS		25462	208674	HEP B VACCINE/INJECTIONS	\$210.00
		25481		HEP A/B COMBO VACCINE/INJECTIO	\$70.00
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$63.96
BENTON FRANKLIN HEALTH DISTRICT	P052242	6232	208431	WASTEWATER MONTHLY TESTING 201	\$48.00
	P052242			TOTAL PHOSPHATE	\$22.00
	P052242			NITRATE/NITRITE	\$18.00
	P052242			ORTHO PHOSPHATE	\$18.00
	P052242	6241		TOTAL PHOSPHATE	\$22.00
	P052242			ORTHO PHOSPHATE	\$18.00
	P052242			NITRATE/NITRITE	\$28.00
	P052242			WASTEWATER MONTHLY TESTING 201	\$48.00
CITY OF RICHLAND		11/13-25	208457	#25 BIOSOLIDS LANDFILL FEES	\$2,354.67
COMPLETE PEST PREVENTION INC	P052540	24143	208473	MONTHLY INSECT & RODENT CONTRO	\$36.10
EAKINS, JENNIFER		OWTP1-EAKINS	208702	EAKINS-WTP OPS COURSE	\$50.00
FISHER SCIENTIFIC COMPANY, LLC	P053436	2241739	208501	AUTOCLAVE BAGS, FISHERBRAND OR	\$41.22
	P053436			TRANSFER PIPETS, FISHERBRAND	\$29.95
	P053436			FREIGHT	\$5.96
	P053436			BUFFER SOLUTION FOR WATER HARD	\$40.83
FRONTIER	S015480	12/13-206-1882614	208504	TELEPHONE CHARGE 12/19/13-1/18	\$133.44



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FRONTIER	S015480	12/13-206-1882614	208504	TELEPHONE CHARGE 12/19/13-1/18	\$152.50
GRAY & OSBORNE INC		13051.00-3	208711	UPDATE O&M MANUAL 11/10-12/7	\$2,202.48
	P053255	13051.00-4		WWTF O & M Manual Updates-C#13	\$6,289.96
KONECRANES INC	P053416	SPO00857606	208539	TROUBLE SHOOT NOISE COMING FRO	\$433.20
MIDWEST LABORATORIES INC	P053367	705293	208565	COR LANDFILL COMPOST FACILITY	\$310.00
NORCO INC		12356753	208737	COMPRESSED GAS CYLINDER	\$188.01
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$10.32
TACOMA SCREW PRODUCTS INC		22086974	208617	BUSHING/THREAD SEAL	\$10.37
TIMKEN MOTOR AND CRANE SERVICES LLC DBA		0019948	208758	3 HP MOTOR-#2 GRIT CLASS	\$308.23
UNITED PARCEL SERVICE	S015478	000986641513	208643	NDA PKG TO ALS(COL ANALYTICAL)	\$52.38
WA STATE DEPARTMENT OF ECOLOGY		1817/2014	208647	JENNINGS OPS CERT RENEWAL 2014	\$30.00
		2827/2014		ST MARTIN OPS CERT RENEWAL'14	\$30.00
		5102/2014		HATKE OPS CERT RENEWAL 2014	\$30.00
		6329/2014		CLAFLIN OPS CERT RENEWAL 2014	\$30.00
		7677/2014		HIGGINS-OPS CERT RENEWAL 2014	\$30.00
		8162/2014		BILLINGS OP CERT RENEWAL 2014	\$30.00
		8255/2014		EAKINS OPS CERT RENEWAL 2014	\$30.00
		P1972/2014		WINGFIELD OPS CERT RENEWAL'14	\$30.00
		P6969/2014		STEWARTS OPS CERT RENEWAL 2014	\$30.00
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$88.96
SEWER OPERATIONS TOTAL****					\$13,896.34
Division:	423	SEWER MAINTENANCE			
ANOVAWORKS		25397	208674	HEP B VACCINE/INJECTION	\$280.00
		25462		HEP B VACCINE/INJECTIONS	\$70.00
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$132.97
CENTRAL HOSE & FITTINGS INC		378745	208450	URETHANE TUBING	\$77.11
		378816		FOG NOZZLE	\$110.05
CH2O INC		218437	208452	BOILER TESTING-DEC'13 BW LABOR	\$60.03
COLUMBIA ELECTRIC SUPPLY	S015467	5858-183403	208694	CREDIT FOR RETURN OF 115V I/O	(\$281.58)
	S015467	5858-708768		PUMP, PF755 AC DRV, CATALOG	\$13,151.45
	S015467			115V I/O MODULE, CATALOG	\$282.36
	S015467			24V I/O MODULE, CATALOG	\$282.36
	S015467			ENHANCED PWRFLX HIM, CATALOG	\$190.05
	S015467	5858-708769		FREIGHT	\$52.42
	S015467			BEZEL KIT, CATALOG #20-HIM-B1	\$97.47
COMPLETE PEST PREVENTION INC	P052540	24143	208473	MONTHLY INSECT & RODENT CONTRO	\$36.10
FASTENERS INC		S3778851.001	208706	WATERPROOF GLOVES	\$80.12
HD FOWLER COMPANY INC		I3540284	208714	COUPLINGS	\$598.95
HERTZ EQUIPMENT RENTAL CORP		27210170-001	208520	PROPANE FOR MARKLIFT	\$25.93
INFOR PUBLIC SECTOR INC	P053330	32726-US06A	208718	Provide consulting services to	\$386.26
MCKENNA VIDEO SERVICES	S014915	10003099	208561	WASTEWATER TAPE CONVERSION PER	\$346.83



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SIEMENS INDUSTRY INC	P053437	5567143421	208605	HANDHELD PROGRAMMER FOR	\$433.20
	P053437			FREIGHT	\$29.30
THE DRAIN SURGEON		29937	208622	SNAKE MAIN-1400 HUNT	\$146.21
UNITED PARCEL SERVICE	S015478	000986641503	208643	GROUND PKG TO MCKENNA VIDEO FO	\$11.49
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$1.33
SEWER MAINTENANCE TOTAL ****					\$16,600.41
WASTEWATER UTILITY FUND Total ***					\$35,144.37

FUND 404 SOLID WASTE UTILITY FUND

Division: 432 SOLID WASTE COLLECTION

ANOVAWORKS		25481	208674	HEP A/B COMBO VACCINE/INJECTIO	\$145.00
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$112.49
CLAYTON WARD COMPANY	P052312	676503	208693	DROP-BOX RECYLCING SERVICE AT	\$7,000.00
		676520	208792	CURBSIDE RECYCLING-DEC 2013	\$1,714.39
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$13.14
RICHLAND ACE HARDWARE		39496	208746	BLOWER FILTER	\$8.34
		39497		RETURN AIR FILTER	(\$26.70)
		39498		LEAF BLOWER	\$259.87
		39499		AIR FILTER	\$26.70
UNITED PARCEL SERVICE	S015478	000986641503	208643	GROUND PKG TO ROUTEWARE FOR IT	\$7.76
VERIZON WIRELESS		9716938798	208820	ROUTEWARE DATA 12/20-1/19/14	\$640.16
		9716938799		CREDIT ADJUSTMENT 11/20-12/19	(\$122.55)
		9716938800		CREDIT ADJUSTMENT 11/20-12/19	(\$122.55)
		9716938801		CREDIT ADJUSTMENT 11/20-12/19	(\$24.51)
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$18.88
SOLID WASTE COLLECTION TOTAL ****					\$9,650.42

Division: 433 SOLID WASTE DISPOSAL

AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$27.01
COLUMBIA GRAIN & FEED INC		120827	208695	HONDA GENERATOR	\$4,561.20
		120841		ICE MELT	\$35.24
FRONTIER	S015480	12/13-206-1882614	208504	TELEPHONE CHARGE 12/19/13-1/18	\$171.36
MOON SECURITY SERVICES INC		689542	208735	BASIC FIRE MONITORING-JAN	\$33.00
PARADISE BOTTLED WATER CO		12/13-LANDFILL	208805	BOTTLED WATER-DEC 2013	\$70.37
ROWAND MACHINERY CO	S015450	145247	208600	RENTAL OF A JOHN DEERE 544K LO	\$4,727.30
US LINEN & UNIFORM DBA		147679	208765	33 CREW SAFETY SHIRTS	\$563.99
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$38.42
SOLID WASTE DISPOSAL TOTAL ****					\$10,227.89
SOLID WASTE UTILITY FUND Total ***					\$19,878.31

FUND 405 STORMWATER UTILITY FUND



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 441	STORMWATER				
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$149.38
BYKONEN, JOHN		121913	208442	EWSWM MTG/MOSES LAKE/BYKONEN	\$30.02
CITY OF RICHLAND		11/13-17	208457	#17 STREE SWEEP-DECANT FEES	\$1,592.86
COLUMBIA GRAIN & FEED INC		120394	208470	CHAIN SETS/MOTO MIX/BAR OIL	\$107.24
		120475		CHAIN SAW/CHAIN SET	\$589.60
COMPLETE PEST PREVENTION INC	P052540	24143	208473	MONTHLY INSECT & RODENT CONTRO	\$36.10
FRONTIER FENCE INC		0046184	208709	FENCE POSTS	\$57.02
THE BANK OF NEW YORK MELLON		111-1580424	208813	RICWATIREF09 12/2/13-12/1/14	\$24.00
UNITED RENTALS INC		116266250-001	208763	CHIPPER RENTAL 12/11/13	\$402.87
STORMWATER TOTAL ****					\$2,989.09
STORMWATER UTILITY FUND Total ***					\$2,989.09
FUND 407	MEDICAL SERVICES FUND				
Division: 121	AMBULANCE				
BOUND TREE MEDICAL LLC		81254888	208682	FLUID SPILL KIT	\$33.92
		81256059		ELECTRODES/EXAM GLOVES/BVM'S	\$598.91
		81257186		MEGAMOVERS/IV CATHETERS	\$769.55
		81264724		IV SETS/IV CATHETERS	\$408.42
		81264725		KING VISION KITS	\$1,218.59
		81264726		ET TUBES/EXAM GLOVES/LP PAPER	\$196.29
		81264727		EXAM GLOVES/BP CUFFS/GLUTOSE	\$211.28
		81266100		KING VISION CABLE	\$38.51
		81268502		SPINEBOARD STRAP	\$120.58
		81270969		GAUZE/GLUTOSE/HEAD STRAP	\$208.97
		81273686		BLOOD PRESSURE CUFFS	\$95.29
DELL COMPUTER CORPORATION	P053434	XJ914W6W7	208481	TOWER, OPTIPLEX 7010 SMALL FOR	\$799.44
KADLEC REGIONAL MEDICAL CENTER		113013.10	208535	PHARMACY CHARGES-SEPT	\$254.85
				PHARMACY CHARGES-OCT	\$522.75
				PHARMACY CHARGES-NOV	\$532.75
OXARC INC		PS19011	208579	MEDICAL OXYGEN-NOV	\$29.26
		PS20307		MEDICAL OXYGEN 11/29	\$29.26
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$63.58
WEST COAST FIRE & RESCUE	P053296	1041	208657	32' CORE HOSE FOR COMBI	\$1,624.50
	P053296			CORE DUST CAP MALE	\$36.82
	P053296			CORE DUST CAP FEMALE	\$36.82
	P053296			HOLMATRO 3000 SERIES COMBI UPG	\$595.65
	P053296			HOLMATRO PPU-15 PUMP CORE UPGR	\$595.65
	P053296			CARRY HANDLE W/LED FOR 4050NCT	\$297.83
	P053296			HOLMATRO PREVENTATIVE MAINTENA	\$693.12



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AMBULANCE TOTAL ****					\$10,012.59
MEDICAL SERVICES FUND Total ***					\$10,012.59
FUND 408	BROADBAND FUND				
Division:	460	BROADBAND ADMINISTRATION			
PARAMOUNT COMMUNICATIONS INC	P053154	30047	208583	PARAMOUNT COMMUNICATIONS FIBER	\$163,154.55
BROADBAND ADMINISTRATION TOTAL ****					\$163,154.55
BROADBAND FUND Total ***					\$163,154.55
FUND 501	CENTRAL STORES FUND				
Division:	000				
HOME DEPOT CREDIT SERVICES	S015475	972394	208525	FAST SET CONCRETE	\$339.78
URM STORES INC		C30756607	208644	STOCK-FORMULA 409 CLEANER	\$54.45
TOTAL ****					\$394.23
CENTRAL STORES FUND Total ***					\$394.23
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division:	214	EQUIPMENT MAINTENANCE			
AMERICAN WEST CHROME INC		54122	208417	CYL ASSY VEH 3250 WO 34233	\$481.94
BIG WEST EQUIPMENT		924016	208433	BELTS VEH 7150 WO 34363	\$4,041.78
BRAUN NORTHWEST INC		15687	208438	CONDENSER FANS VEH 5042 34561	\$626.65
CASCADE FIRE EQUIPMENT CORP DBA		110910	208447	SHELF KIT VEH 5041 WO 34545	\$603.23
		1110817		DEFLEDOR VEH 5041 WO 34545	\$231.76
CENTRAL HOSE & FITTINGS INC		379320	208450	O-RINGS-HOSE VEH 7119 WO 34522	\$87.53
COAST CRANE COMPANY		DI/047145	208464	SWITCH REPAIRS VEH 3252 34443	\$483.48
COMMERCIAL TIRE INC		188174	208472	TIRES VEH 3204 WO 34409	\$49.05
		188178		TIRES VEH 5039 WO 34406	\$39.44
		188179		TIRES VEH 7119 WO 34407	\$64.81
		188181		TIRES VEH 4061 WO 34408	\$14.29
		188335		TIRES VEH 3175 WO 34456	\$57.20
		188415		TIRES VEH 3284 WO 34475	\$56.08
		188421		TIRES VEH 3314 WO 34474	\$3,693.51
		188482		TIRES VEH 3204 WO 34493	\$39.44
		188489		TIRES VEH 3314 WO 34492	\$71.48
		188661		TIRES VEH 7119 WO 34517	\$147.10
		188664		TIRES VEH 2408 WO 34515	\$143.95
		188665		FLAT REPAIR VEH 0030 WO 34516	\$6.07
		188757		TIRES VEH 2402 WO 34550	\$551.49
		188809		TIRES VEH 2257 WO 34549	\$239.28
		188844		TIRES VEH 2387 WO 34551	\$725.30



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CONNELL OIL INC		0077608-IN	208475	LUBRICATION PRODUCTS	\$118.32
		C085430-IN		LUBRICATION PRODUCTS	\$2,618.24
		C085431-IN		GUARDOL VEH 0800 WO 34564	\$866.19
FASTENERS INC		S3803419.001	208497	WASHERS/TIE WRAP	\$83.78
FRONTIER INDUSTRIAL CORP		9072	208505	BELT GUARD VEH 7141 WO 33884	\$273.20
G & R AG PRODUCTS INC		2141077-0001-02	208506	COUPLERS VEH 6557 WO 34445	\$21.83
GROVER DYKES AUTO GROUP INC DBA		337513	208514	ELEMENTS VEH 5041 WO 34364	\$119.06
		337957		ELEMENT VEH 3295 WO 34470	\$86.40
HARBOR FREIGHT TOOLS USA INC		626033	208713	LIGHT VEH 3291 WO 34536	\$47.60
JIM'S PACIFIC GARAGES INC		1108017	208529	FUEL FILTERS VEH 3269 WO 34369	\$276.85
		1108711		WINCHES VEH 4086 WO 31244	\$72.68
		1109174		WINCH VEH 4086 WO 31244	\$31.62
		1109445		FILTERS VEH 3291 WO 34542	\$134.14
		1109677	208723	RELAY VEH 7135 WO 34527	\$5.55
		1109757		RADIO VEH 3286 WO 34572	\$130.31
		299340	208532	WORKLAMP VEH 3291 WO 33894	\$128.60
		299421		BUTANE FUEL VEH 3281 WO 34467	\$24.89
		299456		FILTER VEH 2408 WO 34130	\$3.80
		299459		FUEL FILTER VEH 7134 WO 33072	\$3.79
	299467		RETURN FILTER	(\$83.36)	
	299474		FILTERS VEH 6431 WO 34473	\$42.97	
	299484		GAS CAP VEH 2369 WO 34505	\$12.78	
	299496		WIPER BLADES VEH 2348 WO 34506	\$15.57	
	299549		BRK CLEANER VEH 3244 WO 34457	\$5.39	
	299557		FILTERS VEH 2382 WO 34520	\$15.81	
	299611		BRK CLEANER VEH 3281 WO 34467	\$32.36	
	299612		CIRCUIT BRKR VEH 3291 WO 33894	\$4.70	
	299618		FUEL FILTER VEH 3211 WO 34094	\$27.58	
	299621		FUEL FILTER VEH 2344 WO 34482	\$10.57	
	299623		GREASE VEH 2344 WO 34482	\$10.61	
	299625		BRK CLEANER VEH 2344 WO 34482	\$2.70	
	299639		TIE DOWNS VEH 4086 WO 31244	\$68.90	
	299696		BULB VEH 2387 WO 34526	\$8.58	
	299707		BATTERY BOX VEH 4086 WO 31244	\$31.40	
	299710		BULB VEH 1106 WO 34531	\$3.66	
	299713		CONN PLUG VEH 4086 WO 31244	\$5.96	
	299747		BULBS VEH 3291 WO 34536	\$10.98	
	299748		BATTERY VEH 4086 WO 31244	\$136.56	
	299764		BULBS VEH 3291 WO 34536	\$18.30	
	299768		HEATER CORE VEH 3161 WO 34540	\$50.89	
	299772		HYD FILTER VEH 3291 WO 34542	\$57.02	



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		299785	208532	BRK CONTROL VEH 3319 WO 34513	\$371.13
		299805		WIPER BLADES VEH 1380 WO 34544	\$32.90
		299820		PAINT VEH 1380 WO 34559	\$124.78
		299883		BATTERY VEH 2386 WO 34560	\$98.43
		299889		FILTERS/W BLADES VEH3291 34542	\$102.34
		299897		BATTERIES VEH 3291 WO 34536	\$309.98
		299899		FILTERS VEH 1380 WO 34436	\$15.06
		299909		CONNECTORS VEH 3161 WO 34540	\$4.66
		299956	208724	FILTERS VEH 2387 WO 34568	\$18.09
		299960		WIPERBLADES VEH 2354 WO 34566	\$15.57
		299962		BRUSH VEH 3247 WO 34382	\$38.99
		299969		STICK VEH 3247 WO 34382	\$15.16
		299977		FUEL FILTER VEH 3312 WO 34554	\$6.57
	LES SCHWAB TIRE CENTER	42800054013		208727	SENSOR VEH 2382 WO 34520
LITHIA MOTORS		239792	208550	SEAL VEH 2260 WO 34500	\$20.13
MCCURLEY CHEVROLET		303519	208559	PROGRAM TCM VEH 2366 WO 34368	\$107.51
		304189		REPLACE GASKETS VEH 1369 34479	\$1,124.50
		844246		ACCELERATOR PEDAL VEH 2366	\$85.95
		844306		SWITCHES VEH 3234 WO 34351	\$90.70
		844319		FILTERS VEH 2366 WO 34348	\$42.16
		844337		BLOWER MOTOR VEH 2348 34356	\$180.21
		844429		VALVE ASSY VEH 2366 WO 34368	\$700.77
		844429CM		RET VALVE ASSY VEH 2366 34368	(\$622.60)
		844430		CLOCKSPRING VEH 2366 WO 34368	\$66.69
		844590		BRK PADS VEH 3268 WO 34301	\$424.61
		844745		VALVE ASSY VEH 2366 WO 34368	\$622.60
		844745CM		CORE RETURN VEH 2366 WO 34368	(\$108.30)
		844883		FLOOR MATS VEH 1209 WO 34525	\$181.90
		844884		FLOOR MATS VEH 1207 WO 34524	\$181.90
		845692		ADAPTER VEH 3319 WO 34513	\$23.04
		845766		HOLD DOWN CLAMP VEH 3319 34513	\$4.52
	845882		208730	CONNECTOR VEH 1380 WO 34559	\$22.91
	845946			HANDLE VEH 2354 WO 34566	\$50.05
MONARCH MACHINE & TOOL CO INC		A168256	208569	AR PLATE VEH 3244 WO 34457	\$93.40
NOVUS GLASS		I0004287	208576	GLASS INSTALL VEH 3240 34397	\$108.30
PAPE' MATERIAL HANDLING		7155047	208581	SEALS VEH 7134 WO 34530	\$119.08
PLATT ELECTRIC SUPPLY INC		B349373	208588	GFCI RECEPTACLES VEH 5041	\$51.80
RDO EQUIPMENT CO		P11014	208593	KEY VEH 7117 WO 34529	\$14.77
ROWAND MACHINERY CO		146690	208600	CYLINDER VEH 7097 WO 34541	\$1,213.22
		146732	208749	SPRINGS VEH 2354 WO 34359	\$294.04
SONSHINE COLLISION SERVICES INC		15187	208607	REPAIRS VEH 3276 WO 34377	\$440.78



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SPECIAL ASPHALT PRODUCTS INC		INVC064116	208610	VMAC KIT VEH 6585 WO 33793	\$737.83
		INVC064117		LINING KIT VEH 6585 WO 33793	\$311.91
SPRAY CENTER ELECTRONICS INC		223855	208612	RADAR KIT VEH 3267 WO 34509	\$624.89
TACOMA SCREW PRODUCTS INC		22086778	208617	HITCH PINS VEH 5029 WO 34447	\$17.32
		22087145		SCREWS VEH 7141 WO 33884	\$22.57
TIRE FACTORY INC DBA		03-98896	208631	TIRE REPAIR VEH 2400 WO 34523	\$23.55
TRANSPORT EQUIPMENT CO INC DBA		153210	208634	ADJUSTER KIT VEH 3203 34391	\$645.15
		153227		ENGINE CORD VEH 3281 WO 34320	\$55.99
		153236		BULB VEH 3240 WO 34353	\$7.26
		153237		BULB VEH 3309 WO 34401	\$7.26
		153543		HOSES VEH 4117 WO 34496	\$54.37
		153558		GOVERNOR VEH 3219 WO 34485	\$37.93
		153726		GASKET VEH 7134 WO 33072	\$13.36
		153835		ALTERNATOR VEH 3314 WO 34269	\$207.84
TRI CITIES AUTOMOTIVE PAINT & SUPPLY LLC		0003A	208636	REPAIRS VEH 4152 WO 34562	\$1,125.48
TRI CITIES BATTERY & AUTO REPAIR		016016	208637	STARTER VEH 7126 WO 34504	\$332.26
WASHINGTON CITIES INSURANCE AUTHORITY		20254	208770	2014 WCIA INSURANCE PREMIUM	\$3,658.00
WASHINGTON COMMUNICATIONS LLC DBA		348919	208771	LAMPS VEH 5033 WO 34271	\$55.93
		350559		ARROW STICK VEH 1102 WO 34552	\$48.74
		350561		F-F COUPLER VEH 1106 WO 34553	\$54.15
WESTERN CASCADE CONTAINER LLC		WCC113395	208659	BEARINGS-CHAIN VEH 3292 34352	\$2,705.96
WESTERN INTEGRATED TECHNOLOGIES INC		1367245	208660	AIR VALVE VEH 3222 WO 34357	\$113.82
WESTERN PETERBILT INC		H215435	208661	CORE VEH 3311 WO 34115	\$570.16
		H216091		PS PUMP VEH 3281 WO 34467	\$595.84
		H216163		SENSOR VEH 3314 WO 34468	\$111.41
		H216222		PS PUMP VEH 3311 WO 34115	\$553.29
		H216231		CORE CREDIT VEH 3311 WO 34115	(\$570.16)
WESTERN STATES EQUIPMENT COMPANY		PC110268354	208662	COUPLINGS VEH 3285 WO 34350	\$28.87
		PC110268355		COUPLINGS VEH 3309 WO 34331	\$55.24
		PC110268444		BUSHINGS VEH 7104 WO 34410	\$184.13
		PC110268829		COUPLINGS VEH 3309 WO 34401	\$37.86
		PC110268917		ELEMENTS VEH 7138 WO 34465	\$364.67
		PC110269081		PRE-CLEANER BOWL 7090 34521	\$20.66
		PC110269491		COUPLINGS VEH 3244 WO 34457	\$23.15
		WO110094220		DIFFERENTIAL VEH 7090	\$3,261.74
		WO110094221		ALTERNATOR VEH 7143 WO 34495	\$855.39
		WO110094337	208776	REPAIR OIL LEAK VEH 3311 34576	\$867.12
WESTERN SYSTEMS & FABRICATION INC		WO110094465		ALTERNATOR VEH 7130 WO 34577	\$4,442.13
		6111	208663	TUBES VEH 3308 WO 34514	\$57.73
		6193		RETAINERS VEH 3244 WO 34457	\$530.53
		6219		SEAL KITS VEH 3309 WO 34401	\$93.05



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN SYSTEMS & FABRICATION INC		6220	208663	SEAL KITS VEH 3285 WO 34466	\$185.84
		6224		CIRC TUBE VEH 3312 WO 34481	\$306.12
		6244		ELEMENT VEH 3311 WO 34115	\$612.48
		6245		BEARINGS VEH 3244 WO 34457	\$195.09
		6277		BUSHINGS VEH 3308 WO 34514	\$122.35
		6279		BUSHINGS VEH 3311 WO 34556	\$146.78
WONDRACK DISTRIBUTING INC		0435088	208667	OFF ROAD DYED DIESEL/LANDFILL	\$3,046.54
		0436195		OFF ROAD DYED DIESEL/LANDFILL	\$6,820.50
		0436358		ON ROAD CLEAR DIESEL/LANDFILL	\$1,584.39
		0724502		CARDLOCK FUEL 12/9-12/15/13	\$16,267.66
		0724599		CARDLOCK FUEL 12/16-12/22/13	\$16,852.84
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$61.79
EQUIPMENT MAINTENANCE TOTAL ****					\$93,885.52
EQUIPMENT MAINTENANCE FUND Total ***					\$93,885.52
FUND 503	EQUIPMENT REPLACEMENT FUND				
Division:	215	EQUIPMENT REPLACEMENT			
THE FAB SHOP LLC	P052996	19770	208623	DEDUCT FOR POLYURETHANE TANK	(\$541.50)
	P052996			ONE (1) NEW WATER TANKER SYSTE	\$35,739.00
WASHINGTON CITIES INSURANCE AUTHORITY		20254	208770	2014 WCIA INSURANCE PREMIUM	\$22,735.00
WASHINGTON COMMUNICATIONS LLC DBA	P052712	556251/556252	208651	SHIPPING	\$433.20
	P052712			ADJUST TAX	(\$0.01)
	P052712			MISC	\$379.05
	P052712			PROFESSIONAL SERVICES LABOR	\$4,115.40
	P052712			2013 TAHOE UP-FIT W/HALF	\$14,443.56
EQUIPMENT REPLACEMENT TOTAL ****					\$77,303.70
EQUIPMENT REPLACEMENT FUND Total ***					\$77,303.70
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
ABADAN INC		ARIN045002	208414	ASBUILTS	\$40.78
		ARIN045185	208671	ASBUILTS	\$101.37
		CNIN079447		XEROX 6604 MAINT 12/23-1/22	\$18.39
AT&T WIRELESS		11/13-28724328888	208423	ACCT#287243288881 MASTER BILL	\$560.82
BENTON COUNTY TREASURER		010476	208680	MYLAR PRINTS-DEC 2013	\$4.00
FEDERAL EXPRESS CORP		2-511-16908	208707	SHIPPING SIERRA ELECTRIC 12/10	\$6.28
FRONTIER	S015480	12/13-206-1882614	208504	TELEPHONE CHARGE 12/19/13-1/18	\$56.20
GEOLINE INC	S015452	321939	208511	AC POWER ADAPTOR PART #88014-0	\$97.47
	S015452			LITHIUM LON BATTERY PACK	\$379.05
	S015452			SHIPPING	\$8.19



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PACIFICAD INC		0026598-IN	208580	2014 SSA TRNG-NELSON	\$600.00
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$84.63
TRANSOFT SOLUTIONS INC	P053482	105819	208760	Auto Turn Map Renewal 2013-201	\$770.00
US BANK EQUIPMENT FINANCE INC		242878429	208817	XEROX 6604 12/6/13-1/6/14 PYMT	\$81.60
WA STATE DEPARTMENT OF HEALTH		010769/2014	208767	WW OPERATOR CERT-ROGALSKY	\$42.00
WASHINGTON CITIES INSURANCE AUTHORITY		20254	208770	2014 WCIA INSURANCE PREMIUM	\$161.00
				2014 WCIA INSURANCE PREMIUM	\$13,356.00
XO HOLDINGS LLC DBA		0264357580	208669	TELEPHONE CHRGS 12/23-1/22/14	\$167.71
PW ADMIN & ENGINEERING TOTAL ****					\$16,535.49
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$16,535.49
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
KUHLMAN, LESLIE		2013 MILEAGE	208541	KUHLMAN-MILEAGE 1/3-12/19/13	\$153.68
LIFE INSURANCE COMPANY OF NORTH AMERICA		12/2013-FLI051384	208549	FLI051384 PREMIUMS-DEC 2013	\$9,092.89
		12/2013-LK030278		LK030278 PREMIUMS-DEC 2013	\$10,926.94
		12/2013-OK807703		OK807703 PREMIUMS-DEC 2013	\$2,501.55
MAGELLAN BEHAVIORAL HEALTH		JAN2014	208729	EAP JANUARY 2014	\$677.95
OPTUM INSIGHT		7018659	208578	2014 LEOFF I RDS ATTESTATION	\$1,475.00
VERDE SERVICES INC		905854	208819	2014 COBRA RENEWAL FEES	\$400.00
		909011		2014 FLEX BENEFIT RENEWAL FEES	\$400.00
		910278		2013 4TH QTR COBRA/RETIREE	\$305.00
		910864		2014 COBRA ADJUSTMENT	(\$100.00)
		911741		2013 COBRA ADJUSTMENT	(\$5.00)
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$25,828.01
HEALTH CARE/BENEFITS PLAN Total ***					\$25,828.01
FUND 522	POST EMP HEALTHCARE PLAN				
Division:	224	POST EMPLOYMENT BENEFITS PRGM			
VERDE SERVICES INC		910278	208819	2013 4TH QTR COBRA/RETIREE	\$1,730.00
POST EMPLOYMENT BENEFITS PRGM TOTAL ****					\$1,730.00
POST EMP HEALTHCARE PLAN Total ***					\$1,730.00
FUND 611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION			
ANDERS, PETER		AP00003701021401	208419	MEDICARE PREMIUM/ANDERS	\$104.90
BOWLS, DAVID		AP00003501021401	208435	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R		AP00000401021401	208444	MEDICARE PREMIUM/CANFIELD	\$104.90
CARRICK, HENRY		121713HC	208686	MEDICINES DOS 12/17/13	\$71.34



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CARRICK, HENRY		AP00000501021401	208446	MEDICARE PREMIUM/CARRICK	\$104.90
CLARK, FRANK M		AP00000601021401	208461	MEDICARE PREMIUM/CLARK	\$104.90
DOWNS, DANNY		AP00005101021401	208487	MEDICARE PREMIUM/DOWNS	\$104.90
ELIASON, CURTIS		AP00003301021401	208492	MEDICARE PREMIUM/ELIASON	\$104.90
ESTY, RAYMOND J		AP00000901021401	208495	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY		AP00006001021401	208499	MEDICARE PREMIUM/FERRIANS	\$104.90
HOUCHIN, EARL		AP00001201021401	208526	MEDICARE PREMIUM/HOUCHIN	\$104.90
JOHNSON, NEILS E		AP00003401021401	208530	MEDICARE PREMIUM/JOHNSON	\$104.90
JONES, HAROLD		AP00005501021401	208531	MEDICARE PREMIUM/JONES	\$104.90
KEYS, JACK D		AP00006201021401	208537	MEDICARE PREMIUM/KEYS	\$104.90
LAHTI, ROGER P		AP00006401021401	208542	MEDICARE PREMIUM/LAHTI	\$104.90
MITCHELL, RAYMOND L		AP00001501021401	208568	MEDICARE PREMIUM/MITCHELL	\$104.90
MULROY, JAMES P		Q1-2014 MEDICARE	208572	MEDICARE PREMIUM 1/1-3/31/14	\$314.70
MYERS, EDWARD A		AP00007601021401	208573	MYERS/MEDICARE PREMIUM	\$104.90
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$23.28
POLLARD, JAMES		AP00004801021401	208590	MEDICARE PREMIUM/POLLARD	\$99.90
RONEY, LARRY		AP00003601021401	208599	MEDICARE PREMIUM/RONEY	\$104.90
WEST, ROYAL		AP00002001021401	208658	MEDICARE PREMIUM/WEST	\$104.90
WILLIAMSON, CRAIG E		AP00007501021401	208665	MEDICARE PREMIUM/WILLIAMSON	\$103.90
FIRE PENSION TOTAL ****					\$2,501.32
FIREMAN'S PENSION Total ***					\$2,501.32
FUND	612	POLICEMEN'S RELIEF & PENSION F			
Division:	217	POLICE PENSION			
BAKER, MARSHALL R		AP00006301021401	208425	MEDICARE PREMIUM/BAKER	\$104.90
BATES, LAURIE VERN JR		AP00004901021401	208426	MEDICARE PREMIUM/BATES	\$104.90
BEDEN, LARRY		AP00003801021401	208428	MEDICARE PREMIUM/BEDEN	\$104.90
BRADSHAW, DENNIS L DDS		102313JG	208437	DENTAL DOS 10/23/13	\$313.00
BRUNSON, DALE A		AP00004201021401	208439	MEDICARE PREMIUM/BRUNSON	\$104.90
CLEAVENGER, WILL J		AP00007301021401	208462	MEDICARE PREMIUM/CLEAVENGER W	\$104.90
CLEMENTS, JOHN M		AP00007401021401	208463	MEDICARE PREMIUM/CLEMENTS	\$104.90
COUCH, LARRY		AP00006601021401	208479	MEDICARE PREMIUM/COUCH	\$104.90
DEMYER, JAMES J		AP00008001021401	208483	MEDICARE PREMIUM/DEMYER	\$104.90
DERRICK, GEORGE		AP00000701021401	208485	MEDICARE PREMIUM/DERRICK	\$104.90
DUCHEMIN, ROGER		AP00000801021401	208488	MEDICARE PREMIUM/DUCHEMIN	\$104.90
EMERITUS AT RICHLAND GARDENS		S000045620AM	208704	219 ASSISTED LIVING 1/1-1/31	\$4,500.00
GANLEY, JOHN M		AP00007901021401	208508	MEDICARE PREMIUM/GANLEY	\$104.90
HEASTON & THOMPSON VISION CLINIC		102913-RM	208715	101175 VISION DOS 10/29/13	\$82.00
HIGGINS, FRED C		AP00007801021401	208523	HIGGINS MEDICARE PREMIUM	\$104.90
KROGER-FRED MEYER		672265JD	208540	NONCOVERED RX DOS 12/17/13	\$8.54
LARSON, SCOTT K		121313SL	208545	NON COVERED RX DOS 12/17/13	\$43.27



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LEWIS, DAVID L		AP00004301021401	208548	MEDICARE PREMIUM/LEWIS	\$104.90
LOHDEFINCK, RICHARD N		AP00002301021401	208553	MEDICARE PREMIUM/LOHDEFINCK	\$104.90
MANUEL, D ART		AP00002501021401	208556	MEDICARE PREMIUM/MANUEL	\$104.90
MOORE, ROBERT		AP00007101021401	208570	MEDICARE PREMIUM/MOORE	\$104.90
PITNEY BOWES PURCHASE POWER		11/13-1127-9365	208587	POSTAGE 11/01-11/30/13	\$23.28
SPARKS, DAVID W		AP00005901021401	208609	MEDICARE PREMIUM/SPARKS	\$104.90
THOMAS, GERALD D		AP00003201021401	208628	MEDICARE PREMIUM/THOMAS G	\$104.90
TURNER, ROY		AP00003101021401	208641	MEDICARE PREMIUM/TURNER	\$104.90
WENDLAND, WALTER		AP00001901021401	208655	MEDICARE PREMIUM/WENDLAND	\$104.90
WILMOTH, ROD		AP00004501021401	208666	MEDICARE PREMIUM/WILMOTH	\$104.90
ZIMMERMAN, GERALD		AP00005001021401	208670	MEDICARE PREMIUM/ZIMMERMAN	\$104.90

POLICE PENSION TOTAL ****

\$7,277.89

POLICEMEN'S RELIEF & PENSION F Total ***

\$7,277.89

FUND 641 SOUTHEAST COMMUNICATIONS CTR

Division: 600 SECOMM OPERATIONS GENERAL

CENTURYLINK		12/13-313896250	208451	LONG DISTANCE 12/6/13-1/5/14	\$89.80
CITY OF RICHLAND		2984973	208456	UTILITIES SRVC 11/1-12/2/13	\$4,120.99
FRONTIER		12/13-206-1882381	208504	E911/GENERAL 12/10/13-1/9/14	\$222.85
		12/13-509-6281472		GENERAL PHONE 12/4/13-1/3/14	\$59.22
		12/13-509-6282608		GENERAL PHONE 12/7/13-1/6/14	\$77.61
HEWLETT PACKARD COMPANY	P053457	53700460	208521	HP 1 YEAR POST WARRANTY NBD	\$141.98
LANGUAGE LINE SERVICES LLC		3275253	208544	TRANSLATION SRVCS-NOV	\$198.81
POCKETINET COMMUNICATIONS INC		31393	208589	INTERNET/WIRELESS TRANS-JAN	\$306.25
RECALL SECURE DESTRUCTION SERVICES INC		4002940539	208594	SHRED SRVCS 11/18/13	\$29.04
RER ENTERPRISES INC DBA	P053442	30130681	208595	NETMOTION MOBILITY XE CLIENT,	\$1,440.39
	P053442			SUPPORT AND MAINTENANCE- EFFEC	\$417.26
	P053442			NETMOTION XE POLICY CLIENT,	\$633.56
SOLARWINDS INC	P053460	IN148088	208752	SOLARWINDS NETWORK TOPOLOGY MA	\$621.92
SPRAGUE PEST SOLUTIONS		2223041	208611	PEST CONTROL SRVCS-DEC	\$84.78
TECH POWER SOLUTIONS INC	P053453	50374	208756	HP CUTTER ASSEMBLY KIT, PART	\$79.54
	P053453			FREIGHT	\$7.36
VERIZON WIRELESS		9716160083	208645	EMPLOYEE CELLPHONES 12/7-1/6	\$1,193.33

SECOMM OPERATIONS GENERAL TOTAL ****

\$9,724.69

Division: 601 E911 OPERATIONS

FRONTIER		12/13-206-1882381	208504	E911/GENERAL 12/10/13-1/9/14	\$222.85
		12/13-509-7352383		E911 LINES 12/7/13-1/6/14	\$131.81
NETCASTERS INC		44489	208575	TRAINCASTER TRNG MGMT-OCT	\$220.00
POCKETINET COMMUNICATIONS INC		31393	208589	INTERNET/WIRELESS TRANS-JAN	\$270.75
WATSON FURNITURE GROUP		000055359	208654	DISPATCH CHAIR REPAIRS	\$373.64



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
E911 OPERATIONS TOTAL ****					\$1,219.05
SOUTHEAST COMMUNICATIONS CTR Total ***					\$10,943.74
FUND 642	800 MHZ PROJECT				
Division:	610	800 MHZ			
BENTON PUD		12/13-4843174575	208432	SILLUSIS & BADGER 10/18-11/27	\$566.06
HEWLETT PACKARD COMPANY	P053457	53700460	208521	HP 1 YEAR POST WARRANTY NBD	\$137.81
KLICKITAT COUNTY PUD		12/13-69552623	208538	GOLGOTHA UTILITIES 10/31-12/2	\$271.07
SOLARWINDS INC	P053460	IN148088	208752	SOLARWINDS NETWORK TOPOLOGY MA	\$621.91
TECH POWER SOLUTIONS INC	P053453	50374	208756	FREIGHT	\$7.15
	P053453			HP CUTTER ASSEMBLY KIT, PART	\$77.20
UNITED PARCEL SERVICE	S015478	000986641513	208643	GROUND PKG TO ELTEK FOR BCES	\$11.67
800 MHZ TOTAL ****					\$1,692.87
800 MHZ PROJECT Total ***					\$1,692.87
FUND 643	EMERGENCY MANAGEMENT				
Division:	620	STATE / LOCAL ASSISTANCE			
VERIZON WIRELESS		9716160083	208645	EMPLOYEE CELLPHONES 12/7-1/6	\$57.66
STATE / LOCAL ASSISTANCE TOTAL ****					\$57.66
Division:	622	DOE EMERGENCY PREPAREDNESS			
VERIZON WIRELESS		9716160083	208645	EMPLOYEE CELLPHONES 12/7-1/6	\$57.66
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$57.66
Division:	623	JURISIDICION			
HEWLETT PACKARD COMPANY	P053457	53700460	208521	HP 1 YEAR POST WARRANTY NBD	\$137.81
MID COLUMBIA CONSTRUCTION INC DBA		1044508	208563	SNOW/ICE REMOVAL 12/3/13	\$70.40
		1044562		SNOW/ICE REMOVAL 12/12/13	\$114.91
POCKETINET COMMUNICATIONS INC		31393	208589	INTERNET/WIRELESS TRANS-JAN	\$188.75
RECALL SECURE DESTRUCTION SERVICES INC		4002940539	208594	SHRED SRVCS 11/18/13	\$29.04
SOLARWINDS INC	P053460	IN148088	208752	SOLARWINDS NETWORK TOPOLOGY MA	\$621.92
TECH POWER SOLUTIONS INC	P053453	50374	208756	HP CUTTER ASSEMBLY KIT, PART	\$77.19
	P053453			FREIGHT	\$7.15
VERIZON WIRELESS		9716160083	208645	EMPLOYEE CELLPHONES 12/7-1/6	\$40.01
XEROX CORPORATION		071445195	208668	W7855 BASE CHRGS/PRINTS-NOV	\$249.37
JURISIDICION TOTAL ****					\$1,536.55
EMERGENCY MANAGEMENT Total ***					\$1,651.87



City Of Richland

VL-1 Voucher Listing

From: 12/30/2013 To: 1/10/2014

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$2,167,875.64

	Number of Invoices	Amount
Vouchers In Richland	149	\$64,951.33
Vouchers In Tri Cities	155	\$692,529.90
Vouchers In WA	355	\$847,782.54
Vouchers Outside WA	430	\$562,611.87
Vouchers Final Total.....	1089	\$2,167,875.64

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$47.90	0%
2	BENEFITS	\$36,800.25	1.7%
3	SUPPLIES	\$169,257.59	7.81%
4	OTHER SERVICES & CHARGES	\$963,808.05	44.46%
5	INTERGOVERNMENTAL SERVICES	\$2,699.95	0.12%
6	CAPITAL PROJECTS	\$449,854.32	20.75%
	MACHINERY & EQUIPMENT	\$233,143.01	10.75%
7	DEBT SERVICE PRINCIPAL	\$49,430.53	2.28%
8	INTEREST	\$7,731.27	0.36%
	INVENTORY PURCHASES	\$255,102.77	11.77%
	Total	\$2,167,875.64	



Council Agenda Coversheet

Council Date: 01/21/2014

Category: Consent Calendar

Agenda Item: B1

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: ACCEPT WASHINGTON AUTO THEFT PREVENTION AUTHORITY GRANT

Department: Police Services

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Authorize staff to accept \$45,572 from the Washington Auto Theft Prevention Authority, and to make the necessary budget adjustments.

Summary:

The Washington Auto Theft Prevention Authority (WATPA) Board of Directors has awarded \$45,572 in funding to support the Tri Cities Regional Auto Theft Network. The funds are to be used to purchase two (2) Automated License Plate Readers (ALPR) and server licenses that will allow for their use. Servers are maintained by the Post Falls, ID Police Department. IT Manager Kevin Grumbling has been consulted and has confirmed there is only one impact to IT resources. The IT impact is to set up a Virtual Private Network (VPN) between the ALPR and the data base in Idaho. Richland Police Department is the grant administrator for the Tri-Cities Region. This is a multi-phased strategy to combat auto theft in the area.

The ALPR units are designed to be mounted on vehicles. ALPR devices scan license plates that come into their field of view. They then match the plates against a data base to determine if a vehicle has been reported stolen, is the subject of a terrorist alert, an Amber Alert or is wanted in some other fashion.

The ALPR units will be deployed in Richland and Pasco for use by personnel assigned to the Field Operations Division. Use of the devices will aid in the detection of stolen vehicles and the persons responsible for operating the stolen property.

Fiscal Impact?
 Yes No

The grant proceeds will offset costs associated with the ALPR device purchases. However, the grant revenues and expenditures were not included in the approved 2014 budget. In order to spend the grant proceeds, an increase is needed to General Fund appropriations in the amount of \$45,572. An ordinance, traditionally passed by Council at year end, will formalize the increase.

Attachments:

1) WATPA Grant Award Letter

City Manager Approved:

Johnson, Cindy
Jan 17, 08:56:00 GMT-0800 2014

WASHINGTON AUTO THEFT PREVENTION AUTHORITY

WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
3060 Willamette Drive NE, Suite 101 ~ Lacey, WA 98516 ~ Phone: (360) 292-7900 ~ Fax: (360) 292-7269 ~ Website: <http://watpa.waspc.org>
"Preventing and reducing motor vehicle thefts in the State of Washington."

July 15, 2013



Chief Chris Skinner
Richland Police Department
871 George Washington Way
Richland, WA 99352

Dear Chief Skinner:

I am pleased to inform you that Washington Auto Theft Prevention Authority (WATPA) Board of Directors has approved the **Richland Police Department's** grant application for funding the **Tri-Cities Regional Auto Theft Network** project for the **July 1, 2013 – June 30, 2015** biennium in the amount of **\$45,572.00** for the biennium to purchase two (2) **Automated License Plate Readers (ALPR)**.

Enclosed is an award agreement which must be signed and returned to Cynthia Jordan at WATPA. WATPA funds cannot be reimbursed until the signed agreement is received. Expenditures prior to the award effective date or after the grant expiration date are not authorized and will not be reimbursed. All grant awards are subject to Grant Policies and Procedures of the Washington Auto Theft Prevention Authority.

Costs will be paid on a reimbursement basis. Your agency will be reimbursed for actual expenses only up to the limit of the award categories. All grant applicants are required to submit a non-supplanting declaration to WATPA before funding requests will be processed. Additionally, please note that after October 15, 2013 reimbursement requests by grant recipients will only be processed upon receipt of current quarterly reports by the WATPA office. An updated quarterly report will be available on the WATPA website after September 15, 2013.

If you have any questions, please contact me at 360-292-7959 or via e-mail at mpainter@waspc.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Painter", is written over a red line.

Michael Painter, Executive Director
Washington Auto Theft Prevention Authority

Washington Auto Theft Prevention
Authority

JOHN BATISTE
Chief - WA State Patrol

EMIL DAMMEL
Insurance Industry

HARVEY GJESDAL
Sheriff - Douglas County

KEN HOHENBERG
Chief - Kennewick

RICK SCOTT
Sheriff - Grays Harbor

VACANT
General Public

MITCH BARKER
Executive Director - WASPC

DAN SATTERBERG
Prosecuting Attorney - King County

BOB LEE
Chief - Auburn

MERLE PFIEFER
Automobile Industry

MICHAEL PAINTER
Executive Director - WATPA

**AGREEMENT BETWEEN RICHLAND POLICE DEPARTMENT
AND
THE WASHINGTON AUTO THEFT PREVENTION AUTHORITY**

AUTO THEFT PREVENTION GRANT PROGRAM AWARD SHEET

- | | |
|---|---|
| <p>1. Award Recipient Name and Address:
Richland Police Department
871 George Washington Way
Richland, WA 99352</p> <p>3. Project Title
Tri-Cities Regional Auto Theft Network</p> <p>5. Grant No:
13-15 WATPA 011</p> <p>7. Amount Approved:
\$45,572.00</p> | <p>2. Contact: Chris Skinner
Title: Chief
Telephone: 509-942-7360</p> <p>4. Award Period:
07/01/2013 – 06/30/2015</p> <p>6. Funding Authority:
WASHINGTON AUTO THEFT
PREVENTION AUTHORITY</p> <p>8. Service Area:
Tri-Cities</p> |
|---|---|

9. Requests for reimbursement under this agreement are subject to the following Budget:

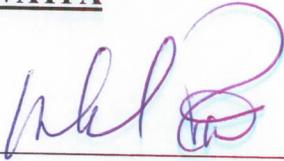
Description		Requested Funding	Agency Funds (If any)	WATPA Approved
A.	Personnel	0.00	0.00	0.00
B.	Employee Benefits	0.00	0.00	0.00
C.	Overtime (not to exceed 2% of grant request)	0.00	0.00	0.00
D.	Consultants/Contracts	0.00	0.00	0.00
E.	Travel/Training	0.00	0.00	0.00
F.	Other Expenses	0.00	0.00	0.00
G.	Equipment/Technology	170,114.00	0.00	45,572.00
H.	Prosecution	0.00	0.00	0.00
FINAL		170,114.00	0.00	45,572.00

**AGREEMENT BETWEEN RICHLAND POLICE DEPARTMENT
AND
THE WASHINGTON AUTO THEFT PREVENTION AUTHORITY**

AUTO THEFT PREVENTION GRANT PROGRAM AWARD SHEET

IN WITNESS WHEREOF, the WATPA and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year last written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and other documents incorporated herein by reference: Agreement Specific Terms and Conditions, and Agreement General Terms and Conditions.

WATPA



Name/ Michael Painter
Title WATPA, Executive Director

Date: 07/15/2013

RECIPIENT



Name/ CHRIS SKINNER
Title CHIEF OF POLICE

Date: 8/16/13