



**AGENDA
YAKIMA CITY COUNCIL**

June 16, 2026

**City Hall - Council Chambers - 129 N 2nd Street, Yakima, WA
City Council Regular Meeting**

5:30 p.m. Regular Meeting | 6:00 p.m. Public Hearings --- This meeting will be conducted in person, live streamed at www.yakimawa.gov/council/agendas-and-minutes/ and telecast live on YPAC, Spectrum Cable Channel 194. You may also participate via Zoom: <https://cityofyakima.zoom.us/j/91043216429> or call in by dialing 1 (253) 215-8782 | Webinar ID: 910 4321 6429 | Passcode: 851268

Individuals who wish to provide public comment remotely may submit a Public Comment Request Form online at: www.yakimawa.gov/council/public-comment no later than two hours prior to the start of the meeting. If you wish to provide public comment in-person, fill out a "Request for Appearance" form and hand it to the City Clerk before you address City Council.

1. Roll Call

2. Pledge of Allegiance

3. Interpreter Services

4. Public Comment

There will be 35 minutes allotted for public comment with two and a half (2 1/2) minutes per speaker in order to allow as much opportunity as possible for audience participation. Written communication and e-mail messages are strongly encouraged.

State law prohibits electioneering at City facilities. During Public Comment, speakers cannot campaign for or against candidates or support or oppose any ballot measure in any upcoming election.

5. Open Discussion for the Good of the Order

A. [Recognition of retiring Fire Chief Aaron Markham](#)

6. Council Reports

A. [Council Nominating Committee recommendation regarding appointments to boards, commissions, committees](#)

7. Consent Agenda

Items listed are considered routine by the City Council and will be enacted by one motion without discussion. A Council member may request to remove an item from the Consent Agenda and, if approved, it will be placed on the regular agenda for discussion and consideration.

A. [Approval of minutes from the June 2, 2026 City Council regular meeting](#)

- B. Approve payment of disbursements for the period May 1 - 31, 2026
- C. May 2026 Investment Transaction Report
- D. Project Completion and Contract Acceptance with Total Site Services LLC for Systemic Pedestrian Safety Improvements Project 2675 (No Budgetary Impact)
- E. Resolution setting date of July 7, 2026 to review and adopt the Six-year Transportation Improvement Program and Capital Facilities Element of the Yakima Urban Area Comprehensive Plan for 2027-2032 (No Budgetary impact)
- F. Resolution setting the time and place for a public hearing on July 21, 2026, at 6:00 p.m. in the City of Yakima City Council Chambers to hear from the public on the proposed surplus of real property owned by the City and acquired for utility purposes
- G. Resolution authorizing the renewal of Euna/Questica Budget Management Software Subscription (General Fund)
- H. Resolution authorizing award acceptance of Washington State Department of Transportation grant for the 72nd & Washington Avenue Sidewalk Project 2861 (Streets Capital Fund)
- I. Resolution authorizing a grant agreement with Washington State Department of Transportation to fund Paratransit Services (Dial A Ride)
- J. Resolution authorizing an Interagency Agreement with the Washington Traffic Safety Commission for Dedicated DUI Enforcement (No Budgetary Impact)
- K. Resolution authorizing an agreement with Selland Construction, Inc. for the Expanding Water and Wastewater Access to Underserved Communities Project AC2570 & SC2605 (Water and Wastewater Capital, USBOR Grant)
- L. Resolution accepting Change Order #2 with Ascent Foundation and More, LLC for the Expanding Water and Wastewater Access to Underserved Communities. Project 2570/2605
- M. Resolution approving agreements with Flock Safety for annual subscription renewal for the Yakima Police Department (General Fund, budgeted)
- N. Ordinance amending the 2026 Budget for the City of Yakima; and making appropriations from unappropriated fund balances in various funds for expenditures during 2026 (Second Reading)

8. Public Hearings

9. Department Items

- A. Yakima Air Terminal - Airport update
- B. Resolution authorizing the acceptance of two (2) Federal Aviation Administration grants for the Rehabilitation of the Legacy Crosswind Runway 4-22 at the Yakima Air Terminal-McAllister Field
- C. Resolution authorizing the acceptance of AIG Grant # 3-53-0089-065-2026 from the FAA for the amount of \$1,559,556.00 for Work Package #2 - Airport Terminal Ticket Counter and Baggage Handling at the Yakima Air Terminal-McAllister Field
- D. Resolution authorizing the submittal of grant applications to the Yakima County SIED Board and the U.S. Economic Development Administration (EDA) for the Yakima Air Terminal Cargo

10. City Manager Update

- A. Preview of upcoming topics

11. Other Business

12. Adjournment

The next meeting is a City Council regular meeting on July 7, 2026 at 5:30 p.m. in the City Hall Council Chambers.

13. Council General Information

- A. [Preliminary Council Agenda for the July 7, 2026 regular meeting](#)
- B. [Yakima Fire Department 2025 Annual Report](#)

Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.

The City provides special accommodations, such as hearing devices, wheelchair space or language interpreters, for City meetings. Anyone needing special assistance please contact the City Clerk's office at (509) 575-6037 at least two business days prior to the meeting. A Council packet is available for review at the City Clerk's Office and on-line at www.yakimawa.gov/council/agendas-and-minutes/



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 5.A.
For Meeting of: June 16, 2026

ITEM TITLE: Recognition of retiring Fire Chief Aaron Markham

SUBMITTED BY: Vicki Baker, City Manager

SUMMARY EXPLANATION:

Yakima Fire Chief Aaron Markham has announced his retirement after nearly 35 years in the fire service, including the last 8 in Yakima. Markham's last day on the job will be June 30th.

Markham, who was born in Yakima and raised in Toppenish, joined the Sunnyside Fire Department in 1991 as a firefighter/EMT. In 2001, he was promoted to battalion chief/fire marshal for the Sunnyside Fire Department. Markham served as interim fire chief for the Sunnyside Fire Department in 2004 before being given the permanent fire chief job in 2005. In March of 2018, Markham was hired as a deputy fire chief for the Yakima Fire Department. In June of that year, he was appointed chief of the Yakima Fire Department.

Markham earned a bachelor's degree in fire service administration from Eastern Oregon University and in 2017 earned Executive Fire Officer Certification from the National Fire Academy. He has served as president of the Yakima County Fire Chief's Association and as a board member of the Washington State Fire Chief's Association.

ITEM BUDGETED: N/A

STRATEGIC PRIORITY 24-25: A Safe and Healthy Yakima

RECOMMENDATION:

ATTACHMENTS:



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 6.A.
For Meeting of: June 16, 2026

ITEM TITLE: Council Nominating Committee recommendation regarding appointments to boards, commissions, committees

SUBMITTED BY: Leo Roy, Chair

SUMMARY EXPLANATION:

The Council Nominating Committee met on June 4, 2026 and made the following recommendations:

- Arts Commission - reappoint Kimberly Ruck (Symphony Orchestra representative) and Vance Jennings (dramatic arts representative)
- Henry Beauchamp Jr. Community Center Advisory Board (HBCC) - appoint Carlos Fernandez
- Yakima Planning Commission (YPC) - reappoint Colleda Monick and appoint Dr. Tanya Knickerbocker, Eduardo Davila Verdin, and James Conright
- Public Facilities District (PFD) - reappoint Margaret Luera

ITEM BUDGETED:

STRATEGIC PRIORITY 24-25: An Engaged Yakima

RECOMMENDATION: Motion to approve the Nominating Committee's recommendation.

ATTACHMENTS:

[06-04-2026 Nominating Committee Minutes](#)

COUNCIL NOMINATING COMMITTEE MINUTES
City Manager's Conference Room
Thursday June 4, 2026

The meeting convened at 4:00 p.m.

Council present: Reedy Berg (via speakerphone), Felisa Gonzalez, and Leo Roy
Staff present: City Clerk Rosalinda Ibarra and Planning Manager Trevor Martin

Councilmember Leo Roy was selected as Chair of this meeting.

1. The Council Nominating Committee reviewed applications and made the following recommendations:

MOTION: Gonzalez moved and Berg seconded to recommend Colleda Monick for reappointment to the Yakima Planning Commission (YPC). The motion carried unanimously.

MOTION: Roy moved and Berg seconded to recommend Dr. Tanya Knickerbocker, Eduardo Davila Verdin, and James Conright for appointment to the Yakima Planning Commission (YPC). The motion carried unanimously.

MOTION: Roy moved and Berg seconded to recommend Kimberly Ruck (Symphony Orchestra representative) and Vance Jennings (dramatic arts representative) for reappointment to the Arts Commission. The motion carried unanimously.

MOTION: Berg moved and Roy seconded to recommend Carlos Fernandez for appointment to the Henry Beauchamp Jr. Community Center Advisory Board (HBCC). The motion carried unanimously.

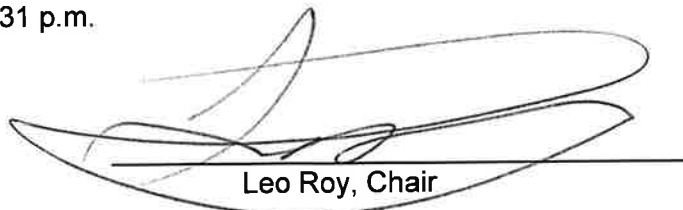
MOTION: Berg moved and Roy seconded to recommend Margaret Luera for reappointment to the Public Facilities District (PFD). The motion carried unanimously.

At this time the Nominating Committee chose not to make a recommendation for the existing Community Representative position on the Arts Commission pending possible amendments to the commission's membership structure.

The Nominating Committee also agreed to solicit additional applications for the Lodging Tax Advisory Committee (LTAC) and therefore did not make a recommendation for the upcoming vacancy position.

Staff will coordinate with the Community Relations team to issue a press release seeking interested community members to apply for any vacant board and commission position.

2. The meeting adjourned at 4:31 p.m.


Leo Roy, Chair



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 7.A.
For Meeting of: June 16, 2026

ITEM TITLE: Approval of minutes from the June 2, 2026 City Council regular meeting

SUBMITTED BY: Rosalinda Ibarra, City Clerk

SUMMARY EXPLANATION:

ITEM BUDGETED:

STRATEGIC PRIORITY 24-25:

RECOMMENDATION:

ATTACHMENTS:
[Minutes_06-02-2026_DRAFT](#)



YAKIMA CITY COUNCIL MINUTES

June 2, 2026

City Hall – Council Chambers – 129 N 2nd Street, Yakima, WA

5:30 PM City Council Regular Meeting – Conducted in person and virtually via Zoom.

Executive Session - 5:00 p.m.

Executive Session to discuss pending litigation pursuant to RCW 42.30.110(1)(i)

MOTION: Berg moved and Byers seconded to adjourn to Executive Session until 5:30 p.m. to discuss pending litigation pursuant to RCW 42.30.110(1)(i). The motion carried by unanimous vote. Mayor Brown announced that Council is not expected to take further action following executive session.

Present for Executive Session: Mayor Matt Brown, Assistant Mayor Reedy Berg, and Councilmembers Patricia Byers, Rick Glenn, Felisa Gonzalez, Juliet Potrykus and Leo Roy (present at 5:07 p.m.)

Executive session was held at 5:03 p.m. and adjourned at 5:29 p.m.

1) Roll Call

The meeting was called to order at 5:33 p.m.

Present: Mayor Matt Brown, presiding; Assistant Mayor Reedy Berg and Councilmembers Patricia Byers, Rick Glenn, Felisa Gonzalez, Juliet Potrykus and Leo Roy

Staff: City Manager Vicki Baker, City Attorney Sara Watkins and City Clerk Rosalinda Ibarra

2) Pledge of Allegiance

Mayor Brown led the Pledge of Allegiance.

3) Interpreter Services

Mayor Brown introduced Jorge Villaseñor who announced interpreter services are available in Spanish.

4) Public Comment

Andreina Rangel (County resident), Noemi Sanchez (City resident), William Chichenoff (City resident), Michael Morrison (City resident) expressed concerns about the use of ALPR technology and encouraged funds to be reallocated to community programs.

Deshawn Oursland (City resident), Angi Scott (City resident), Amy Laws (City resident), and Samantha Jewett (City resident) urged Council to raise public awareness about the ongoing negotiations between MultiCare and insurance companies and the long term effects the loss of coverage will have on the community's healthcare needs.

Nick Marquez, City resident, suggested that Council consider using affordable housing funds to provide utility connections for Accessory Dwelling Units (ADU's).

Tony Courcy, City resident, expressed ongoing frustration relating to a water rights claim.

5) **Open Discussion for the Good of the Order**

None.

6) **Council Reports**

None.

7) **Consent Agenda**

Mayor Brown referred to the items placed on the Consent Agenda, questioning whether there were any additions or deletions from Council members present. There were no changes. The City Clerk read the Consent Agenda items, including resolutions and ordinances, by title. (Items on the Consent Agenda are handled under one motion without further discussion-see motion directly below.)

MOTION: Berg moved and Byers seconded to approve the consent agenda. The motion carried by a 7-0 roll call vote.

7.A Approval of minutes from the May 12, 2026 and May 19, 2026 City Council regular meeting

7.B Resolution authorizing an Interlocal Agreement with the City of Tieton for a temporary water transfer (Irrigation Revenue)

RESOLUTION NO. R-2026-079, A RESOLUTION authorizing a lease agreement with the City of Tieton and Yakima-Tieton Irrigation District to lease 31 shares of Irrigation water to the City of Tieton for the water year 2026.

8) **Public Hearings**

None.

9) **Department Items**

9.A Resolution authorizing the application of a federal grant for Airport Terminal Ticketing Counter (Part 1) (FAA Grants/SIED Funds)

Director of Yakima Air Terminal Christopher Hopkins briefed Council on the resolution to submit a grant application for the ticketing counter and baggage handling project at the airport. Mr. Hopkins also extended an invitation to the upcoming Aviation Day events at the Yakima Air-Terminal scheduled for June 6th.

The City Clerk read the resolution by title only.

MOTION: Byers moved and Berg seconded to adopt the resolution. The motion carried by a 7-0 roll call vote.

RESOLUTION NO. R-2026-080, A RESOLUTION authorizing application for grants from the Federal Aviation Administration (FAA) for construction of Terminal Core and Rental Car Counter Modernization, a capital improvement project at the Yakima Air Terminal -McAllister Field.

9.B Resolution amending the Master Fee Schedule to incorporate the increase in rates for the Stormwater Division

Public Works Director Scott Schafer explained the proposed resolution related to a 3% Council-approved utility tax increase on stormwater rates to fund Fire Station 92. The increase in stormwater rates would be 3.2% in 2026; additionally, a 7% increase each year during the period of 2027 through 2029 to the annual base rate.

The City Clerk read the resolution by title only.

MOTION: Potrykus moved and Roy seconded to adopt the resolution. The motion carried by a 6-1 roll call vote; with Gonzalez voting no.

RESOLUTION NO. 2026-081, A RESOLUTION amending the Master Fee Schedule to incorporate the increase in rates for the Stormwater Division.

- 9.C Resolution amending the Master Fee Schedule to incorporate the increase in rates for the Water Division

Public Works Director Schafer explained the proposed resolution related to a 3% Council-approved utility tax increase on water rates to fund Fire Station 92. The increase in water rates would be applied directly to the ready-to-serve charge on a bi-monthly billing period in the amount of 12.3% in 2026, 6.5% for 2027 and 4.5% for 2028 and 2029.

The City Clerk read the resolution by title only.

After Council discussion,

MOTION: Potrykus moved and Roy seconded to adopt the resolution. The motion carried by a 6-1 roll call vote; with Gonzalez voting no.

RESOLUTION NO. 2026-082, A RESOLUTION amending the Master Fee Schedule to incorporate the increase in rates for the Water Division.

- 9.D Resolution amending the Master Fee Schedule to incorporate the increase in rates for the Wastewater Division

Public Works Director Schafer explained the proposed resolution related to a 3% Council-approved utility tax increase on wastewater rates to fund Fire Station 92. The increase in wastewater rates would be applied directly to the ready-to-serve charge on a bi-monthly billing period in the amount of 8.4% for 2026 and 3% each year for 2027 through 2029.

The City Clerk read the resolution by title only.

After Council discussion,

MOTION: Potrykus moved and Roy seconded to adopt the resolution. The motion carried by a 6-1 roll call vote; with Gonzalez voting no.

RESOLUTION NO. 2026-083, A RESOLUTION amending the Master Fee Schedule to incorporate the increase in rates for the Wastewater Division.

- 9.E Ordinance amending the 2025-2026 Biennial Budget for the City of Yakima; and making appropriations from unappropriated fund balances in various funds for expenditures during 2026, including 2025 encumbrances (First Reading)
Director of Finance and Budget Craig Warner briefed Council on the first reading of the budget amendment highlighting items including grant funding for the Comprehensive Plan Periodic update, a donation for indoor UAS drone devices, increased costs for natural gas, indigent defense, information technology equipment, leave liability settlements, labor relations professional services, snow removal contingency, and previously approved Council actions related to the Washington Fruit Community Center, Lions Pool, and Fire Station 92.

After Council discussion, the City Clerk read the ordinance by title only.

First Reading of **AN ORDINANCE** amending the 2026 Budget for the City of Yakima; and making appropriations from Unappropriated Fund Balances within various funds for expenditure during 2026 for various purposes as described in the attached Schedule I.

10) City Manager Update

10.A Franklin Pool update

Councilmember Byers briefly shared her thoughts about recent decisions related to Franklin Pool and expressed trust in staff's ability to open the pool.

Parks and Recreation Manager Ken Wilkinson provided an update on the City's efforts to open Franklin Pool by the June 15th Council-directed deadline. He presented pictures of the construction work in progress and shared challenges concerning specialty pool parts and lifeguard training.

10.B Preview of upcoming topics

Assistant City Manager Gary Ballew reported that upcoming topics include a discussion of 1406 Funds and an updated annexation area proposal.

11) Other Business

MOTION: Byers moved and Berg seconded to direct staff to prepare a Juneteenth Freedom Week proclamation to be placed on the June 9 agenda. The motion carried by unanimous vote.

Councilmembers requested information about the possibility of using 1406 Funds for utility connection fees and having separate meters for Accessory Dwelling Units (ADU).

12) Adjournment

MOTION: Glenn moved and Byers seconded to adjourn to the next City Council regular meeting on June 9, 2026, at 5:30 p.m. in the City Hall Council Chambers. The motion carried by unanimous vote.

The meeting adjourned at 7:05 p.m.

CERTIFICATION

READ AND CERTIFIED ACCURATE BY

COUNCIL MEMBER

DATE

COUNCIL MEMBER

DATE

ATTEST:

CITY CLERK

MAYOR



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 7.B.
For Meeting of: June 16, 2026

ITEM TITLE: Approve payment of disbursements for the period May 1 - 31, 2026

SUBMITTED BY: Craig Warner, Director of Finance and Budget

SUMMARY EXPLANATION:

RCW 42.24 specifies the process for audit and review of payroll and claims payments for the City. RCW 42.24.180 requires the review and approval of all payments at a regularly scheduled public meeting on a monthly basis. The State Budgeting, Accounting and Reporting Systems (BARS) Manual outlines the following format for approval by the City Council.

REPORT OF DISBURSEMENTS: The following amounts were budgeted, and sufficient funds were available to cover these payments:

Electronic Payments, Key Bank	#1085 - 1096	\$ 8,414,946.21
Electronic Payments, US Bank	#14096 - 14127	\$ 7,308,488.30
Electronic Purchasing Card, US Bank	May, 2026	\$ 176,390.94
Accounts Payable Checks, US Bank	#601549 - 601876	\$ 4,756,838.31
Accounts Payable Checks, Key Bank	#211331 - 211553	\$ 3,864,902.28
Payroll Account Checks	#447041 - 447772	\$ 131,429.55
Payroll Account Checks - Cayenta	#6392 - 6411	\$ 124,997.77

Background and description of this process is attached.

ITEM BUDGETED: N/A

STRATEGIC PRIORITY 24-25: A Resilient Yakima

RECOMMENDATION: Approve disbursements.

ATTACHMENTS:

[Disbursement_Approval_Process_-_Council_monthly_attachment.pdf](#)



Disbursement Approval Process

Payment of claims and payroll are submitted monthly for review and approval by City Council. The payments listed in the schedule cover all claims and payroll payments during the month prior to the date of the Council meeting. Support documentation and further details are available from the Finance Division.

Internal Controls. The City's internal controls include certification of the validity of all payments by the appropriate department prior to submission for payment. The Finance Department has processes and controls in place to ensure review and validation of vouchers and authorization of payments by Finance, Accounts Payable, and Payroll staff. Processes are in place to empower Department Directors and the City Manager to have budgetary control over their responsible areas. The Director of Finance and Budget regularly reviews processes to ensure appropriate internal controls are in place and submits annually to an independent audit.

Governing Statutes. RCW 42.24 governs the process for audit and review of payroll and claims payments for the City. RCW 42.24.180 requires the review and approval of all payments at a regularly scheduled public meeting on a monthly basis.

RCW 42.24.080 requires that all claims presented against the City by persons furnishing materials, rendering services, or performing labor must be certified by the appropriate official to ensure that the materials have been furnished, the services rendered, or the labor performed as described, and that the claims are just, due, and unpaid obligations against the City.

RCW 42.24.180 allows expedited processing of the payment of claims when certain conditions have been met. The statute allows the issuance of warrants or checks in payment of claims before the legislative body has acted to approve the claims when:

- (1) the appropriate officers have furnished official bonds;
- (2) the legislative body has adopted policies that implement effective internal control;
- (3) the legislative body has provided for review of the documentation supporting the claims within a month of issuance; and
- (4) that if claims are disapproved, they shall be recognized as receivables and diligently pursued.

The City meets all these conditions.



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 7.C.
For Meeting of: June 16, 2026

ITEM TITLE: May 2026 Investment Transaction Report

SUBMITTED BY: Craig Warner, Director of Finance and Budget
Kimberly Domine, Financial Services Manager

SUMMARY EXPLANATION:

This monthly report is provided consistent with RCW 35.39.032 which requires "The responsible official or committee shall make a monthly report of all investment transactions to the city legislative authority". A complete Treasury report is provided to City Council quarterly which provides a complete position listing with further analysis, economic outlook and strategy updates.

ITEM BUDGETED: N/A

STRATEGIC PRIORITY 24-25: A Resilient Yakima

RECOMMENDATION: Submitted for review. No action necessary.

ATTACHMENTS:
[2026-5 Investment Transactions Summary memo.pdf](#)



DATE: June 8, 2026
TO: Mayor and City Council
FROM: Kimberly Dominé Financial Services Manager
RE: May 2026 Investment Transactions

The investment transactions for May 2026 were:

Matured:

- \$2,000,000 US Treasury, matured 05/31/26, Yield is 3.80%

Called:

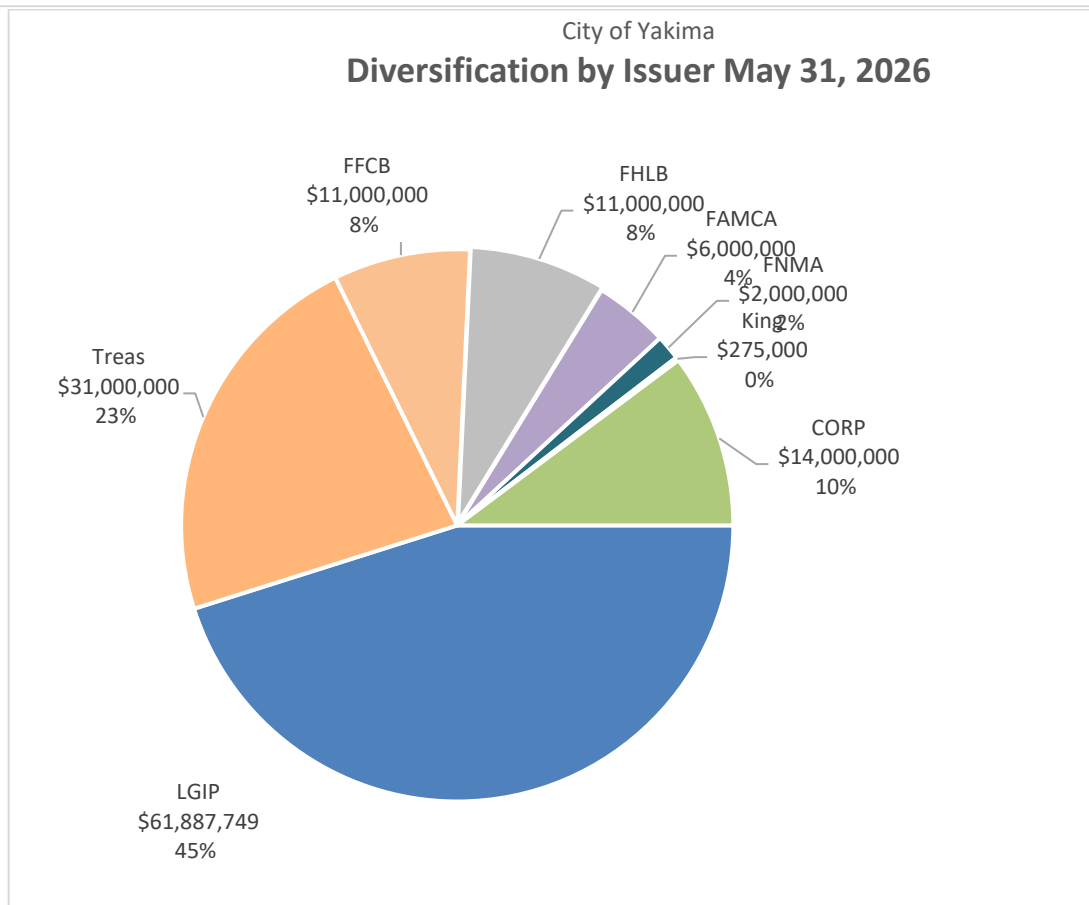
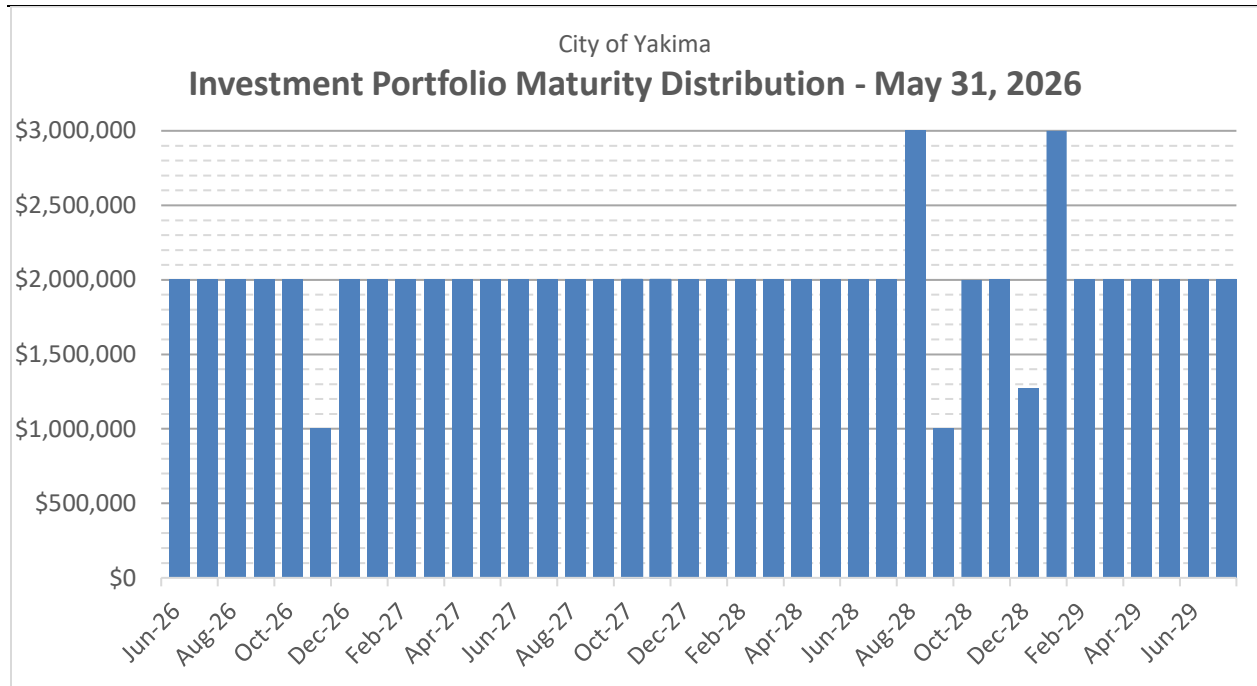
- none

Purchased:

- \$2,000,000 US Treasury, matures 07/31/29, Yield is 3.90%

The focus of investments is to fill maturity gaps in a shortened 3-4-year maturity horizon ladder to minimize reinvestment risk subject to rates at any one point in time and hedging against further decreasing rate exposure.

This monthly memorandum of all investment transactions complies with RCW 35.39.032 ("The responsible official or committee shall make a monthly report of all investment transactions to the city legislative authority").





**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 7.D.
For Meeting of: June 16, 2026

ITEM TITLE: Project Completion and Contract Acceptance with Total Site Services LLC for Systemic Pedestrian Safety Improvements Project 2675 (No Budgetary Impact)

SUBMITTED BY: Robert Washabaugh, City Engineer

SUMMARY EXPLANATION:

City of Yakima Project 2675 provided for reconstruction of the N 5th Avenue & W D Street Intersection. Including sidewalk, curb and gutter, storm drainage improvements, crossing improvements, RRFB installation, excavation, grading, and related improvements. Project was funded through Washington State Department of Transportation with federal funds from HSIP and the Transportation Improvement Board Complete Streets.

Final inspection for this project has been completed, and project acceptance is recommended. Project completion is subject to issuance of Certificate of Payment by the Department of Revenue.

Project Manager: Gray & Osborne, Inc.
Contractor: Total Site Services LLC
Contract Award: \$517,000.00
Final Contract Cost: \$506,928.15
Retainage Due: \$0

City Council action is required to accept the project and approve the final construction costs.

ITEM BUDGETED: Yes

STRATEGIC PRIORITY 24-25: A Resilient Yakima

RECOMMENDATION: Accept Project.

ATTACHMENTS:

[Notice of Physical Completion](#)



March 13, 2026

Ms. Shannon Toranzo
Total Site Services, LLC
2780 Salk Avenue
Richland, Washington 99354

SUBJECT: PHYSICAL COMPLETION, SYSTEMIC PEDESTRIAN SAFETY
IMPROVEMENTS
CITY OF YAKIMA, YAKIMA COUNTY, WASHINGTON
G&O #23863.01 CITY PROJECT NO.: 2675AT
FEDERAL AID NO.: HSIP-000S(662)

Dear Ms. Toranzo:

In accordance with WSDOT Standard Specifications Section 1-08.5, the City is notifying Total Site Services, LLC, that the Physical Completion date for this project is October 17, 2025. Physical Completion does not imply the City's acceptance of the work or the contract.

Sincerely,

GRAY & OSBORNE, INC.

Michael Woodkey, P.E.

MW/js
By email

cc: Mr. Nick Rogers, Construction Supervisor, City of Yakima
Mr. Seth Walker, WSDOT Local Programs Regional Engineer
Ms. Brenda Fehlhafer, Contract Specialist, City of Yakima
Mr. Dana Kallevig, Senior Engineer, City of Yakima



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 7.E.
For Meeting of: June 16, 2026

ITEM TITLE: Resolution setting date of July 7, 2026 to review and adopt the Six-year Transportation Improvement Program and Capital Facilities Element of the Yakima Urban Area Comprehensive Plan for 2027-2032 (No Budgetary impact)

SUBMITTED BY: Robert Washabaugh, City Engineer

SUMMARY EXPLANATION:

Each year the City of Yakima (City) is required by state statute to update its Six-year Transportation Improvement Program (TIP) for submittal to the Washington State Department of Transportation for inclusion in the Statewide Transportation Improvement Program (STIP). This plan must include all transportation projects for which state gas tax revenue or federal revenue will be used.

A Public Hearing will be held to consider adoption of a Resolution approving the Six-year Transportation Improvement Program (TIP) for 2027-2032 and amending the regional Metropolitan Transportation Plan and Comprehensive Plan Capital Facilities Element.

Projects must be listed in the STIP in order to be approved by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) to utilize federal funds by the State of Washington for approved state funding agencies. The STIP is an annual prioritized program of transportation projects compiled from local and regional plans that can be updated as needed any time from January through October. The STIP, along with regional plans, provide a backbone for developing projects for the inter-modal transportation network in the State of Washington. The STIP contains federally funded projects plus state and local projects that are regionally significant. The projects have been identified through the planning process as the highest priority for the available funding to the state's transportation program. Project ranking is subjective but has been performed utilizing data supplied by City Engineering and the Street and Traffic Division. The ranking will be integrated with other project needs and the total list will be reviewed and adjusted to the particular need of the City of Yakima.

Planning activities of state and local governments are essential parts of integrated regional planning processes. Long range transportation planning is a part of the comprehensive land use planning carried out by local governments and citizen participation is an integral part of the planning process at all levels. All local agencies are required to hold at least one public hearing during the development of the Six-year Transportation Improvement program. The City needs to amend the Yakima Urban Area Comprehensive Plan Capital Facilities Element to incorporate the adopted Six-year TIP for 2027 to 2032. This will ensure that we are in compliance with the Growth Management Act and that we are consistent with the Comprehensive Plan as required.

ITEM BUDGETED: N/A

STRATEGIC PRIORITY 24-25: A Resilient Yakima

RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:

[Resolution_set date.docx](#)

RESOLUTION NO. R-2026-

A RESOLUTION setting the time and place for a hearing on July 7, 2026, to review and adopt the Six-year Transportation Improvement Program and Capital Facilities Element of the Yakima Urban Area Comprehensive Plan for the period of 2027-2032.

WHEREAS, the City of Yakima annually prepares, reviews and adopts a six-year program (TIP) for the construction of streets and arterial streets in the City of Yakima for the ensuing six-year period, all as contemplated and required by the State RCW 35.77.010 and applicable federal law; and

WHEREAS, the City of Yakima desires to amend the Yakima Urban Area Comprehensive Plan Capital Facilities Element to reflect the adoption of the six-year TIP, as contemplated and required by RCW 36.70A.070(6) to ensure compliance with the Growth Management Act and consistency of the Comprehensive Plan and Six-year TIP; and

WHEREAS, a public hearing must be held on said programs before final approval, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

That said program shall be presented for hearing and determination on Tuesday, July 7, 2026, at the hour of 6:00 p.m., in the City Council Chambers, or as soon thereafter as the same may be heard, and the notice of such hearing be given as approved by law.

ADOPTED BY THE CITY COUNCIL this 16th day of June, 2026.

Matt Brown, Mayor

ATTEST:

Rosalinda Ibarra, CMC, City Clerk



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 7.F.
For Meeting of: June 16, 2026

ITEM TITLE: Resolution setting the time and place for a public hearing on July 21, 2026, at 6:00 p.m. in the City of Yakima City Council Chambers to hear from the public on the proposed surplus of real property owned by the City and acquired for utility purposes

SUBMITTED BY: Sara Watkins, City Attorney

SUMMARY EXPLANATION:

Ordinance 3384 vacated an alley adjacent to the former Astria hospital and newer surgical center. The ordinance retained a right to a utility easement interest for the City through the alley. There are no utilities located in the easement area and the City has no need to have an easement. Since the right to the easement was to use it for utilities purposes, the City Council is required to hold a public hearing before surplussing the easement right. This resolution sets the public hearing on the surplus of the property to July 21, 2026.

ITEM BUDGETED: No

STRATEGIC PRIORITY 24-25: A Thriving Yakima

RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:

[Res-Hearing_Surplus_Alley_Utility_Vacation.docx](#)

RESOLUTION NO. R-2026-

A RESOLUTION setting the time and place for a public hearing on July 21, 2026 at 6:00 p.m. in the City of Yakima City Council Chambers to hear from the public on the proposed surplus of real property owned by the City and acquired for utility purposes.

WHEREAS, the City of Yakima has a real property interest in an easement right that was acquired for utility purposes pursuant to Ordinance No. 3384 which vacated an alley right-of-way bounded by South 10th Avenue, South 11th Avenue, West Walnut Street, and West Chestnut Avenue; and

WHEREAS, the Ordinance provided that upon vacation the City retained a 20 foot wide utility easement in the location of the then-existing alley; and

WHEREAS, an easement was never filed, there are no utilities running through the property over which the easement is allowed, and the City of Yakima has determined it has no need for the easement to provide for utilities; and

WHEREAS, pursuant to RCW 35.94.040, because the property was originally obtained for utility purposes, a public hearing must be held prior to surplussing the property, regardless of the property's value; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The proposed surplus of City property, specifically the easement interest created by Ordinance No. 3384 located in the former north/south alley bounded by South 10th Avenue, South 11th Avenue, West Walnut Street, and West Chestnut Avenue, legally described as follows:

That part of Block 392, Capitol Addition to North Yakima, as recorded in Volume "A" of Plats, page 29, records of Yakima County, Washington, described as follows: Beginning at the Northwest corner of Lot 1 of said Block 392; thence Southwesterly to the Northeast corner of Lot 16 of said Block 392; thence Southeasterly to the Southeast corner of Lot 9 of said Block 392; thence Northeasterly to the Southwest corner of Lot 8 of said Block 392, thence Northwesterly to the point of beginning.

shall be presented for a public hearing and determination by the City Council at the hour of 6:00 p.m. on July 21, 2026, in the City Council Chambers of the City of Yakima at Yakima City Hall, 129 North 2nd Street, Yakima, Washington, or as soon thereafter as the same so that all persons interested may appear and be heard, and that notice of such hearing be given as required by law.

ADOPTED BY THE CITY COUNCIL this 16th day of June, 2026.

Matt Brown, Mayor

ATTEST:

Rosalinda Ibarra, CMC, City Clerk



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 7.G.
For Meeting of: June 16, 2026

ITEM TITLE: Resolution authorizing the renewal of Euna/Questica Budget Management Software Subscription (General Fund)

SUBMITTED BY: Craig Warner, Director of Finance & Budget

SUMMARY EXPLANATION:

The City previously approved Questica Budget Management Software by Resolution No. R-2023-073. The software is used for budget preparation, budget management, performance measurement, capital budgeting, and transparency functions.

Carahsoft Quote No. 63971000 provides for a three-year renewal under NASPO Master Contract No. AR2472 and Contract No. 05116, beginning July 11, 2026, and ending July 10, 2029.

The total three-year subscription is \$233,075.83, plus applicable taxes.

ITEM BUDGETED: Yes

STRATEGIC PRIORITY 24-25: An Engaged Yakima

RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:

[2026-Carahsoft contract renewal.docx](#)

[Carahsoft_-_Euna_Solutions__Inc._-_04.01.2026_-_Quote_63971000_.pdf](#)

[R-2023-073_Executed Questica contract 7.11.23.pdf](#)

RESOLUTION NO. R-2026-

A RESOLUTION authorizing renewal of the City of Yakima's subscription agreement with Euna Solutions, Inc., formerly Questica, through Carahsoft Technology Corporation, for budget management software.

WHEREAS, the City of Yakima previously adopted Resolution No. R-2023-073, awarding and authorizing an agreement with Questica for Budget Management Software; and

WHEREAS, the City desires to renew the software subscription through Carahsoft Technology Corporation, an authorized reseller, using NASPO Master Contract No. AR2472 and Contract No. 05116; and

WHEREAS, Carahsoft Quote No. 63971000 provides for a three-year Euna/Questica annual subscription beginning July 11, 2026, and ending July 10, 2029, in the total contract amount of \$233,075.83, plus applicable taxes; and

WHEREAS, continued use of the software supports the City's budget preparation, budget management, performance measurement, and transparency functions; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager is authorized to execute all documents necessary to renew the City's subscription with Euna Solutions, Inc., formerly Questica, through Carahsoft Technology Corporation, substantially in accordance with Carahsoft Quote No. 63971000.

ADOPTED BY THE CITY COUNCIL this 16th day of June, 2026.

Matt Brown, Mayor

ATTEST:

Rosalinda Ibarra, CMC, City Clerk

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | EunaSolutions@Carahsoft.com



TO: Jennifer Paxton
 Purchaser
 Yakima
 129 N. 2nd St.
 Yakima, WA 98901 USA

FROM: Brittney Vance
 Euna Solutions at Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: Jen.paxton@yakimawa.gov

EMAIL: Brittney.Vance@carahsoft.com

PHONE: (509) 575-6024

PHONE: (571) 662-3094

FAX: (703) 871-8505

TERMS: Contract Number: 05116
 NASPO Master Contract Number: AR2472
 Contract Term: 07/17/2017 to 09/15/2026
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 63971000
QUOTE DATE: 04/01/2026
QUOTE EXPIRES: 07/10/2026
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$73,933.65
WA Tax \$6,284.36
TOTAL QUOTE: \$80,218.01

LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1						
1	QB-B250500M-1-491aa	Operating, Salary and Capital Budget Preparation and Budget Management Software, Performance Measurement Software; Between \$250-500 Million; per/year EUNA Solutions, inc - QB-B250500M-1 Start Date: 07/11/2026 End Date: 07/10/2027	\$122,010.00	\$73,933.65	COOP 1	\$73,933.65
YEAR 1 SUBTOTAL:						\$73,933.65
SUBTOTAL:						\$73,933.65

FUTURE YEARS PRICING

LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 2						
2	QB-B250500M-1-491aa	Operating, Salary and Capital Budget Preparation and Budget Management Software, Performance Measurement Software; Between \$250-500 Million; per/year EUNA Solutions, inc - QB-B250500M-1 Start Date: 07/11/2027 End Date: 07/10/2028	\$122,010.00	\$77,630.33	COOP 1	\$77,630.33
YEAR 2 SUBTOTAL:						\$77,630.33
YEAR 3						
3	QB-B250500M-1-491aa	Operating, Salary and Capital Budget Preparation and Budget Management Software, Performance Measurement Software; Between \$250-500 Million; per/year EUNA Solutions, inc - QB-B250500M-1 Start Date: 07/11/2028 End Date: 07/10/2029	\$122,010.00	\$81,511.85	COOP 1	\$81,511.85
YEAR 3 SUBTOTAL:						\$81,511.85

CONFIDENTIAL

PAGE 1 of 3

QUOTE DATE: 04/01/20**26**
QUOTE NO: 63971000

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | EunaSolutions@Carahsoft.com



FUTURE YEARS PRICING

LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
FUTURE YEARS PRICING SUBTOTAL:						\$159,142.18
TOTAL PRICE:						\$73,933.65
WA Tax						\$6,284.36
TOTAL QUOTE:						\$80,218.01

Please reference the NASPO contract number on PO Contract Number: 05116
NASPO Master Contract Number: AR2472

Euna (Questica) annual subscription is based on a 3-year term.

Annual Fees

Year 1 is \$73,933.65

Year 2 is \$77,630.33

Year 3 is \$81,511.85

Total 3 year contract is \$233,075.83

Terms of Payment

Software:

100% upon Contract Effective Date (Net 30)

INCLUDED SOFTWARE

Questica Budget Framework - All Modules

Unlimited Operating License Seats

Unlimited Personnel Planning & Budgeting License Seats

Unlimited Capital License Seats

Unlimited Read-Only Licenses

Performance Measures

Statistical Ledger

OpenBook Transparency

By issuing a Purchase Order against this quote, customer agrees to the Terms of Service at the link below: <https://eunasolutions.com/eula/>

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | EunaSolutions@Carahsoft.com



Please Sign Below:

Yakima, WA

Signature: _____

Date: _____

Print Name: _____

Title: _____

Taha El-Gebaly – Euna Solutions, Inc.

Signature: Taha El-Gebaly
Taha El-Gebaly (May 19, 2026 15:33:11 EDT)

Date: 05/19/2026

Print Name: Taha El-Gebaly

Title: Senior Manager, Renewals

Brittney Vance - Carahsoft Technology Corp.

Signature: Brittney Vance

Date: 05/19/2026

Print Name: Brittney Vance

Title: Senior Account Manager

Carahsoft - Euna Solutions, Inc. - 04.01.2026 - Quote 63971000

Final Audit Report

2026-05-19

Created:	2026-05-19
By:	Brittney Vance (brittney.vance@carahsoft.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmM3U2dmFRc7O2Ad8NFna4BxLYOqHq8gs

"Carahsoft - Euna Solutions, Inc. - 04.01.2026 - Quote 63971000" History

-  Document created by Brittney Vance (brittney.vance@carahsoft.com)
2026-05-19 - 7:19:43 PM GMT
-  Document e-signed by Brittney Vance (brittney.vance@carahsoft.com)
Signature Date: 2026-05-19 - 7:21:18 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Document emailed to taha.elgebaly@eunasolutions.com for signature
2026-05-19 - 7:21:21 PM GMT
-  Email viewed by taha.elgebaly@eunasolutions.com
2026-05-19 - 7:31:57 PM GMT
-  Signer taha.elgebaly@eunasolutions.com entered name at signing as Taha El-Gebaly
2026-05-19 - 7:33:09 PM GMT
-  Document e-signed by Taha El-Gebaly (taha.elgebaly@eunasolutions.com)
Signature Date: 2026-05-19 - 7:33:11 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-05-19 - 7:33:11 PM GMT

RESOLUTION NO. R-2023-073

A RESOLUTION awarding and authorizing an agreement with Questica for Budget Management Software.

WHEREAS, the City of Yakima has a master contract usage agreement with the Department of Enterprise Services (DES) to utilize NASPO Contract AR2472 for the purchase of this software; and

WHEREAS, Carahsoft Technology Corporation participated in the competitive bid process in response to by submitting a proposal, on which was awarded through NASPO and is an authorized reseller for Questica; and

WHEREAS, the City of Yakima desires to purchase off the NASPO Contract to procure Budget Management Software functionality from Questica, which Questica agrees to deliver pursuant to the NASPO Contract and under the terms and conditions as found in agreement; and

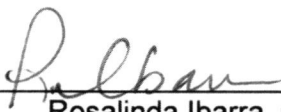
WHEREAS, the City of Yakima selected Questica to provide certain products and services set forth in the software subscription agreement, and Questica desires to provide such products and services under the terms of this Agreement; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager is hereby authorized to execute an Agreement with Questica and Carahsoft Technology Corporation for Budget Management Software, attached hereto and incorporated herein by this reference.

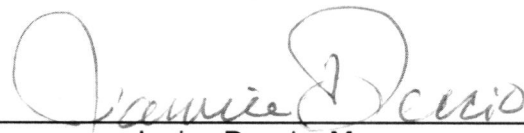
ADOPTED BY THE CITY COUNCIL this 6th day of June, 2023.

ATTEST:

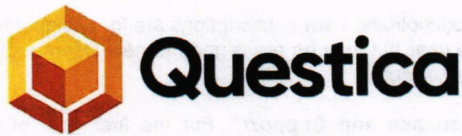


Rosalinda Ibarra, City Clerk





Janice Deccio, Mayor



QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the "**Agreement**") is made June 23, 2023 (the "**Effective Date**") by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware ("**Questica**") and CITY OF YAKIMA, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the "**Subscriber**").

1. DEFINITIONS

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

"**Order Form**" means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto.

"**Services**" means the products and services that are ordered by You or Your Affiliates under an Order Form and made available by Us online.

"**User Guide**" means the on-line users guide for the Services, made available on-line.

"**Users**" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You, (or by Us at your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

"**We**," "**Us**," "**Our**," "**Questica Inc.**," "**Questica LTD.**" or "**Questica**" means the company or entity providing the Services in the Agreement

"**You**," "**Your**," "**Subscriber**" means the company or other legal entity for which you are accepting the Agreement and Affiliates of that company or entity.

"**Your Data**" means all electronic data or information submitted by You to the Services, including but not limited to any data, content (including user content), information and files.

2. PROVISION OF SERVICES

2.1 Terms of Service. Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

2.2 Provision of Services. We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.3 User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same price as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and (iii) the added User subscriptions shall terminate on the same

day as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one user but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

2.4 Hosting, Product Maintenance and Support. For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, Questica shall provide Hosting, Maintenance and Technical Support Services for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.

2.5 Implementation Services. Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the Subscriber expires the earlier of:

- 1) completion of the services described in the SOW
- 2) 12 months from the effective date of the relevant Order Form.

2.6 Acceptance of Custom Work. Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If it is determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Subscriber's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

3. USE OF THE SERVICES

3.1 Our Responsibilities. We shall: (i) provide Our basic support for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.

3.2 Our Protection of Your Data. We shall maintain reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3 Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. FEES AND PAYMENTS FOR SERVICES

4.1 Fees. You shall pay all fees specified in all Order Forms as set out in Appendix A. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be

charged for the full monthly period and the monthly periods remaining in the subscription term.

- 4.2 Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
- 4.3 Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment).
- 4.4 Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.
- 4.5 Payments and Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 4.6 Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.
- 4.7 Travel Costs.** Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

5. PROPRIETARY RIGHTS

- 5.1 Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.
- 5.2 Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 5.3 Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.
- 5.4 Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.
- 5.5 Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve,

support, and operate Our Services based on Your use, as applicable, of any Services.

6. CONFIDENTIALITY

6.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 Protection of Confidential Information. The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

6.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest such disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

7.1 Our Warranties. We represent and warrant that (i) We have validly entered into this Agreement and have the legal authority to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided you are not in breach of this subsection (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.

7.2 Your Warranties. You represent and warrant that (i) You have validly entered into this Agreement and have the legal authority to do so; (ii) You will use the Services in accordance with applicable laws; and (ii) You have all necessary rights to use and upload any Data for use with the Services.

7.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. MUTUAL INDEMNIFICATION

8.1 Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates any Canadian or United States' registered patents, copyrights or trade-mark rights of a third party (a "**Claim Against You**"), and shall indemnify You for any damages, legal fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) Give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable

assistance, at Our expense. In the event of a Claim against You, or if we reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

8.2 Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Us for any damages, legal fees and costs finally awarded against us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

8.3 Exclusive Remedy. This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. NEITHER PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES).

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

10.1 Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2 Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the effective date of this Agreement and continue for 3 years. Additional user subscriptions will be prorated from the applicable order date through the remainder of the 3-year term. All user subscriptions shall automatically renew for additional one-year at the end of the then current term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

10.3 Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 Termination for Convenience. Subscriber may terminate this Agreement without cause by giving sixty (60) days advance written notice to Us of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Subscriber agrees to pay a SaaS Recovery Amount equivalent to 50% of the Subscription fees for the remainder of the initial term of the Agreement.

10.5 Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of

all Order Forms agreed to by the Parties. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.6 Return of Your Data. Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.7 Surviving Provisions. Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability), 10.5 (Refund or Payment upon Termination), 10.6 (Return of Your Data), 10.7 (Surviving Provisions), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.

11. NOTICES, GOVERNING LAW AND JURISDICTION

11.1 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing- related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

11.2 Dispute Resolution/Arbitration. In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday in Ontario.

Escalation Level	Questica Management Level	Subscriber Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 Business Days
Second Level	Customer Success Director	Finance Department Manager	10 Business Days
Third Level	VP, Professional Services	Director of Finance or Treasurer	10 Business Days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator.

(a) Except as provided above, or any other circumstance in which a party seeks an injunction or other equitable relief from the courts, Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Washington before one arbitrator, including lawyers with 10 years of active practice in relevant information technology or intellectual property matters. The arbitration shall be administered by (i) JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures if You are U.S. based or if You are from outside the United States, in accordance with the JAMS International Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall not award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. The parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

(b) Notwithstanding the provision in Section 11.2(a) with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act

(9 U.S.C., Secs. 1-16).

(c) In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.

11.3 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Washington and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 11.2 above, the parties attorn to the exclusive jurisdiction of the courts of Washington in respect of this Agreement.

11.4 Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12. GENERAL PROVISIONS

12.1 Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.2 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4 Export Compliance. The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any US or Canadian government denied-party list. You shall not permit Users to access or use Services in a US or Canada embargoed country or in violation of any US or Canadian export law or regulation.

12.5 Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.7 Legal Fees. You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment).

12.8 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

12.10 Cooperative Statement. Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided We also agrees to do so.

12.11 Authorized reseller status; Option to purchase affiliate products. Questica is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "Questica Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). Questica Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., eCivis Inc., CityBase, Inc., Open Counter Enterprise Inc. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, Subscriber has the option to purchase from either Questica, as an authorized reseller, or Questica Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by Subscriber and Questica or Subscriber and the applicable Questica Affiliate.

12.12 Media Releases. Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, We may use the Your name and identify You as a Questica client in advertising, marketing materials, press releases and similar materials.

12.13 Insurance. At all times during performance of the Services and this Contract, Contractor shall secure and maintain in effect insurance to protect the City and Contractor from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. Contractor shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public.

Contractor shall provide a Certificate of Insurance to the City as evidence of coverage for each of the policies and outlined herein. A copy of the additional insured endorsement attached to the policy shall be included with the certificate. This Certificate of insurance shall be provided to the City, prior to commencement of work.

Failure of City to demand such verification of coverage with these insurance requirements or failure of City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The following insurance is required:

a. Commercial Liability Insurance

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance and additional insured endorsements as proof of commercial general liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be included as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said insurance shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall include the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds. Contractor shall not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

b. Automobile Liability Insurance

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of automobile liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be included as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said insurance shall be in

effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall include the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds. Contractor shall not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The business auto liability shall include Hired and Non-Owned coverage if necessary.

c. Employer's Liability (Stop Gap)

Contractor and all subcontractor(s) shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable, and shall maintain Employer's Liability insurance with a limit of no less than \$1,000,000.00. The City shall not be held responsible in any way for claims filed by Contractor or its employees for services performed under the terms of this Contract. Contractor agrees to assume full liability for all claims arising from the work Contractor will perform under this Contract including claims resulting from negligent acts of all subcontractor(s). Contractor is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

d. Professional Liability

The Contractor shall provide evidence of Professional Liability insurance covering professional errors and omissions. Contractor shall provide the City with a certificate of insurance as proof of professional liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per claim combined single limit and Two Million Dollars (\$2,000,000.00) aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide. If the policy is written on a claims made basis the coverage will continue in force for an additional two years after the completion of this contract. If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

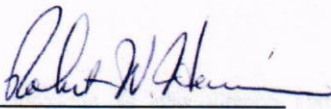
Contractor's insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this Contract, except professional liability. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and neither the City nor its insurance providers shall contribute to any settlements, defense costs, or other payments made by Contractor's insurance. All additional insured endorsements required by this Section shall include an explicit waiver of subrogation. The coverage limits required may be met by combining primary and Umbrella/Excess Liability insurance.

If at any time during the life of the Contract, or any extension, Contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the Contract.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

CITY OF YAKIMA

QUESTICA LTD.

Per: 

Per: Wes Van de Polder

Name: Bob Harrison CITY CONTRACT NO: 2023-095
RESOLUTION NO: R-2023-073

Name: Wes Van de Polder

Title: City Manager

Title: Sales Director, Government

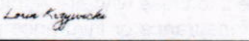
Date: 7/11/2023

Date: May 31, 2023

I have authority to bind the organization

I have authority to bind the organization

CARAHSOFT

Per: 

Name: Lorin Krzywicki

Title: Sales Director

Date: May 31, 2023

I have authority to bind the organization

APPENDIX A – Order Form

Government Price Quotation

Questica at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO: Jennifer Ferrer-Santa Ines
City of Yakima, WA
129 North Second St
Yakima, WA 98901 USA

FROM: Garrett Smith
Questica at Carahsoft
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: jennifer.ferrer@yakimawa.gov

EMAIL: Garrett.Smith@carahsoft.com

PHONE:

PHONE: (571) 662-3062

FAX: (703) 871-8505

TERMS: Contract Number: 05116
NASPO Master Contract Number: AR2472
Contract Term: 07/17/2017 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 38737063
QUOTE DATE: 05/31/2023
QUOTE EXPIRES: 06/23/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$143,810.88

TOTAL QUOTE: \$143,810.88

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
RECURRING ANNUAL FEE(S)					
1	QB-B250500M-1	Operating, Salary and Capital Budget Preparation and Budget Management Software, Performance Measurement Software; Between \$250-500 Million; per/year Questica - QB-B250500M-1	\$67,060.00	COOP 1	\$67,060.00
RECURRING ANNUAL FEE(S) SUBTOTAL:					\$67,060.00
NON-RECURRING ANNUAL FEE(S)					
2	QB-QB-PM-01	Implementation Professional Services Questica - QB-QB-PM-01	\$252.47	COOP 304	\$76,750.88
NON-RECURRING ANNUAL FEE(S) SUBTOTAL:					\$76,750.88
SUBTOTAL:					\$143,810.88
TOTAL PRICE:					\$143,810.88
TOTAL QUOTE:					\$143,810.88

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PAGE 1 of 2

QUOTE DATE: 05/31/2023
QUOTE NO: 38737063

Government Price Quotation

Questica at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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Pricing valid through: June 23, 2023

Questica annual subscription is based on a 3-year term
Questica will apply a 5% inflationary increase beginning in year 3

Questica Annual Fees
Year 1 is \$143,810.00
Year 2 is \$67,060.00
Year 3 is 70,413.00
Total 3 year contract is \$281,283

Above pricing in USD. Applicable Taxes Extra. Pricing is not applicable in response to a formal RFP Process.

Terms of Payment

Software:

100% upon Contract Effective Date (Net 30)

Year 2 due 365 days from Contract Effective Date and annually thereafter

Professional Services:

25% due the earlier of software installation or 30 days from Contract Effective Date

25% due the earlier of historical Operating budget available for validation or 60 days from Contract Effective Date

25% due the earlier of Operating actuals import integration configuration created & tested or 90 days from Contract Effective Date

25% due the earlier of completion of training or 120 days from Contract Effective Date

INCLUDED SOFTWARE

Questica Budget Framework - All Modules

Unlimited Operating License Seats

Unlimited Personnel Planning & Budgeting License Seats

Unlimited Capital License Seats

Unlimited Read-Only Licenses

Performance Measures

Statistical Ledger

OpenBook Transparency

INCLUDED SERVICES

Planning & Analysis

Installation

Data Load & Verify

Accounting Integration

Training

Project Management

CONFIDENTIAL
PAGE 2 of 2

QUOTE DATE: 05/31/2023
QUOTE NO: 38737063

APPENDIX B – Hosting, Maintenance and Technical Support Services

- (A) **Hosting Services.** Questica shall provide technical support and the associated hardware infrastructure to maintain the various Questica databases in a hosted environment. This includes performance tuning, database backups, disaster recovery availability, applying software upgrades and patches at the direction of the Subscriber, performing 24X7 server monitoring. Hosting Services do not include:

- I. Testing customizations during an upgrade
- II. Restoring a database backup required because of a Subscriber error
- III. Migrating data or reports among instances (example: from training or testing to production)

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical support relating to the Hosting Services is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee. Questica will provide an initial response to all properly submitted support requests within two (2) business hours of initial submission.

- (B) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Subscribers generally ("Updates") but excluding any New Product (a "New Product" being a solution which, in Questica's determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:

- I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
- II. New applications
- III. Services associated with the application or installation of Updates

If requested, Questica will provide assistance in the testing of any site-specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

- (C) **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of Questica supplied integrations that have not been modified by the Subscriber. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:

- I. Custom programming services;
- II. On-site support;
- III. Subscriber developed interfaces, API interactions, or customizations;
- IV. Subscriber developed reports;
- V. End-User training or re-training;
- VI. Subscriber hardware or network issues;
- VII. Correction of data issues derived from user error or Software misuse;
- VIII. Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;
- IX. Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and
- X. Changes to integration functionality made necessary due to Subscriber server modifications/replacement, or changes by upgrades or changes to the integrated financial system

software or hardware.

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.

APPENDIX C – Scope of Work (SOW)

Scope of Work Questica Budget Implementation for City of Yakima

Revision History

Rev.	Date	Authors	Notes/Changes
1			

1. General

1.1. Shared Responsibility

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility, and that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so.

1.2. General Clarification

Initial Data Load

"Data import", "import workbooks", and "initial data load" are synonymous terms referring to the initial migration of data from The Customer's existing systems into Questica.

Where this initial data load is to be performed by Questica, the data shall be returned to Questica in Excel workbooks. Questica's Project Manager will provide blank workbooks for this purpose as an output of initial discovery meetings. These are adapted from standard templates to use The Customer's terminology and to incorporate all elements of The Customer's chart of accounts, other data entities, and columns within those data entities. Such data provided must be "clean", consistent, and complete. The Questica PM is not responsible for cleaning data, and will not repeatedly load data in order to repair issues and/or add missing information.

The Customer can use the software's user interface or Questica's Excel® export/import feature to further amend and maintain data, or to load data where this is a customer task.

For example, where Questica's work to load prior year data may be limited to a specific number of years in order to reduce implementation cost, there is no system limit to the number of prior years that the customer can load using Excel® export/import.

Data Model

The Questica Budget system is a relational database built on a standard data model. Using the system's user interface, this data model may be enhanced to mirror The Customer's data structures, notably the chart of accounts that is unique to The Customer's institution. While all of the standard tables ('entities') must be retained, the following points are held to be true:

- Any of the standard entities may be renamed to match The Customer's terminology;
- Out-of-the-box entities may be ignored, or in some cases filled with place-holder data, if not useful;
- There is a defined, immutable, relationship between certain entities - for example Costing Centers (Operating) and Projects (Capital) roll up to a single Department, each in turn rolling up to a single Division;

- The GL Account/Account Category, Division/Department, Fund Category/Fund, and Asset Category/Asset Type structures must be consistent across all years and across the modules (Operating, Personnel, Capital, and Performance);
- GL Account Categories must be categorized as containing either a revenue or expenditure accounts;
- Questica Budget enacts data integrity through the use of relational data structures. Data structures which do not follow accepted data principles (for example, re-using GL Accounts/Object Codes to mean different things to different Departments) can typically be accommodated but is not guaranteed and such accommodation can extend the import timeframe;
- A list of the standard entities and their relationship is available upon request.

Integrations

"Integration" as used in this Scope of Work refers to the automation of data exchange between Questica Budget and 3rd party systems. For each of the integrations in scope, Questica shall be responsible for:

- Configuring data transformations, as described by The Customer during the implementation.
- Providing the software interface into Questica Budget, and the operational infrastructure required to manage the integration, as well as the operational infrastructure required to manage the integration (e.g. FTP server).

Questica does not offer services to build the 3rd party system end of integrations. The Customer is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their system's integrator. Such data sources and destinations may be database queries, delimited files, and/or web services.

The Customer is advised that in a "cloud" environment, Questica is unlikely to be granted the local network access to The Customer's other enterprise systems for a direct database-to-database integration. The most likely mode of integration will be exchange of formatted text (.CSV) files transmitted using secure FTP (SFTP or FTPS). Integration via web services may be possible where the 3rd party system provides a web services interface that provides/accepts data required by The Customer. It will be The Customer's responsibility to create or cause to be created the necessary file transfer mechanism on their side of the transfer; and to ensure that the 3rd party system's integration components are available, including web services where used.

For all integrations in scope, the following are held to be true except where specifically listed as a customization:

- Records being copied into Questica require a unique key to unambiguously match incoming data with pre-existing records. This key may be a single field value (e.g. Object Code) or a combination of multiple values (e.g. Position+Employee Number). An exception report is provided for data elements which cannot be thus matched. In the case of the Capital integrations this is particularly noteworthy: each record must include a unique project identifier (e.g. Project Number).
- While it is likely that Questica can accommodate any chart of account segments ("chart fields"), and Questica shall accommodate reasonable requests for mapping chart fields to accommodate situations such as legacy account structures, the encoding and decoding of arbitrary structures and mappings (those which cannot be logically described) is not in-scope.
- Questica integrations do not include the synchronization of chart of account strings, segments, or combinations; which is to say that the list of funds, GL accounts, costing Active, and projects, etc. is not automatically updated from the general ledger or other external system.
- Each distinct data source and/or output file is considered one point of integration. For example, if Statistical Actuals are required from multiple data sources, Questica will need to configure one integration for each data source and a single Statistical Actuals integration will be insufficient.
- Filtering is coded into the integration and there is no custom user interface for the selective export of sections of the budget except to choose a budget year, or in the case of Actuals imports the date range.
- Standard budget export integrations, where in scope, do not have the ability to export only changes since the last export. The entire budget is exported each time. A budget amendment export integration is required in order to export selected parts of the budget, such as changes since the last export.
- Amended budget export integrations, where in scope, will be either export individual amendments as created, or export the batch of amendments since the last export, or import amendments from the general ledger system as read-only budget lines. Which of these options is used is a detail determined during the implementation, but each amendment integration will only work in one of these modes.
- Actuals Import integrations cannot be used to amend the budget.

Customizations

Customizations include custom business rules, modifiers, user interface (grids, forms, etc.), non-standard integrations, hand-crafted reports, and ad hoc entities. They are all detailed in section "2.11. Customizations" of this Scope of Work document. Sections prior to "2.11. Customizations" detail the delivery of standard product functionality and services.

2. Scope of Work

In the Scope of Work tables, entries in the column headed "Scope of Work" are defined as follows:

Entry	Meaning
In scope	The task or function is within the scope of work to be undertaken by Questica professional services. There may be additional refinement of the scope.
Customer task	The task or function is not within the scope of work to be undertaken by Questica professional services, but will be undertaken by The Customer, with such help from Questica as is detailed in the item description. There may be additional information qualifying this.
Not in scope	The task or function is not within the scope of work to be undertaken by Questica professional services, nor will it be undertaken by The Customer.

2.1. Questica Budget Configuration & Shared Components

Functional Area	Description	Scope of Work
Production System	Hosting of the single production instance of the Questica Budget system. Note that in addition to the hosted production system, The Customer must provide user workstation environments as follows: • A web browser: supported browsers - Microsoft Edge, Firefox latest release, Chrome latest release; • Microsoft .NET Runtime 4.68 installed; • Microsoft Excel® 2007 or newer (if spreadsheet export/import feature is required, and/or saving reports as Excel is required); • Microsoft Word® 2007 or newer (if scheduled reporting and/or saving reports as Word is required); • Microsoft's freely available desktop version of Report Builder installed (if self-serve report authoring is required from browsers other than Internet Explorer or Edge) - note that Microsoft have rebranded this "Power BI Report Builder".	In scope As per hosting agreement.
Sandbox System(s)	Sandboxes are hosted for The Customer's development/test/QA/training needs. They are refreshed on demand by administrative users from within the application and are a clone of the production database. Integrations are not enabled by default and single sign-on (SSO) may need to be configured for sandboxes. Questica reserves the right to remove dormant sandboxes but these can be recreated by The Customer as needed.	In scope: A single sandbox.

Private Data Access	"Private Data Access" is an optional service giving The Customer's technical read-only access to a password protected copy of the database. It uses Microsoft Azure geo-replication to replicate in near real-time, and is accessible using ODBC.	Not in scope
Project Management & Analysis	Questica will assign a Project Manager/Analyst ("PM") to lead this implementation on Questica's behalf. The role and responsibility of the PM is to ensure that the product is implemented according to this Scope of Work and to carry out the tasks detailed in sub-section "3.0.1. Questica Project Management Responsibilities" of this Scope of Work. Limitations: - Weekly status meetings is the number of scheduled meetings for the purpose of status reporting that the Questica PM is obligated to attend/host. Exceeding this limit is at the discretion of Questica's PM. This does not limit his or her availability for ad-hoc contact as needed. - The scope includes overhead of project management and analysis as stated in the "Scope or Work" column at right. Where delays are not on the part of Questica, additional project management and analysis beyond this limit may be billable at Questica's standard services rate.	In scope with: - One weekly status meeting; - 31 weeks of project management and analysis contiguous from project kick-off, or until all other implementation services are delivered, whichever occurs first.

Consulting Services - BPI	Questica will facilitate a review of:- The budget process for both the operating and capital budgets;- The chart of accounts;- Personnel planning and budgeting;- Reporting requirements. This process will require the participation of stakeholders in group workshops and may include or one-on-one workshops. Budget ProcessEnd to end review, including high level descriptions of the tasks performed, the timing of these tasks, and dependencies. Questica will facilitate a design of the budget process as it relates to the Questica Budget system being implemented, seeking opportunities for improvement. This output will be documentation of:- Budget process stages;- What happens in each stage;- Input, outputs, and participants in each stage;- Stage permission requirements.Chart of AccountsDetermine the data model, including the COA, roll-ups (whether part of the GL or not), and other budgetary fields of data. Complete field mapping and prototyping in Questica Budget.Personnel BudgetingReview and refine personnel budgeting process and data. To include common personnel budget issues including vacant positions, overtime, benefits, allowances, and statutory deductions.Reporting RequirementsEnsure reporting is supported by the data model. Identify reports in three primary groups: those required for developing budget, those required for managing budget, and those disseminating for information "up and out" (management and public). Reporting can be through traditional print reports, saved searches, dashboards, smart reports, and OpenBook.The customer will assume responsibility for maintaining all process documents after hand-off.	Not in scope
Consulting Services - Change Management	Questica will facilitate a change management process in relation to the implementation of Questica Budget. This process will require the participation of stakeholders in group workshops and may include or one-on-one workshops. A change management plan document will be produced based on the information gathered, containing: - What is changing; - Organizations impacted by the change; - Each organization's ability and willingness to change; - A training plan; - Strategies for dealing with the change. Note that the change management included in this item offer the benefit of Questica's experience in the domain of budget system implementation. It is not the enactment of, or replacement for, a comprehensive project of change management as may be required by the customer's PMO (project management office), or for a significant change beyond the introduction of a new system that	Not in scope

	approximates to current processes and procedures.	
On-Site PM Visits	Each on-site visit by the Questica PM, and other implementation staff (excluding training, see below) shall be a minimum of one day and no more than five consecutive business days within the same working week. Where more than one individual is on-site at the same time this is considered as multiple visits (one per individual attending). Meeting premises, facilities (including external internet access) and equipment are to be provided by The Customer. Costs associated with travel, board and lodging for on-site visits are payable by The Customer as per contract. All other work by the Questica lead(s) will be carried out off-site and contact will be via normal telecommunication channels.	Not in scope
Application-Level Security	Determine how and when to use the various security levels available within Questica Budget, enter users and assign them to groups and roles.	Customer task: Questica will assist with this task until administrators have received training in security configuration.
Single Sign-On	Configure Questica Budget to use The Customer's existing Windows, LDAP, CAS, Google, or SAML Authentication, for user logon.	In scope: Configure production instance to use The Customer's SAML (Azure AD Connect) Authentication for user logon. Questica is not responsible for software and configuration changes required to make it authenticate with non-standard implementations of authentication protocols.
Import Configuration ...		
Import Master Configuration Data	Configuration and data import of the following Questica standard data structures, using data supplied by The Customer in Excel® workbooks provided by Questica: • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts • Statistical Account Categories and Statistical Accounts • Other Chart of Account Segment Values • Performance Measure Units	In scope
Analytics ...		
Standard Reports	Provision of Questica Budget's standard reports. These reports are provided as-is and may not fully address The Customer's specific reporting requirements.	In scope

Administrator Authorized Reporting	Questica's reporting infrastructure allows users to create ad hoc views which can be used as datasets when using Report Builder 3.0 for administrator authored reporting; as the data source for dashboard widgets; and as part of the ad-hoc analytics interface. Each ad hoc view requires a base "entity" (database table), which can be one of Questica's native data entities; a user configured entity; or a custom built "report entity" which consolidates the data from multiple entities and presents it to the ad hoc view as a single entity ready to report on.	In scope
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2.2. Operating Module

The Questica Budget Operating module is included in this installation.

Functional Area	Description	Scope of Work
Optional Features ...	<i>The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. An additional license cost is associated with each add-in.</i>	
Configuration ...		
Import Costing Centers	Configuration and data import of standard Questica Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: • Create Costing Centers (for each historical and current/future budget year to be loaded); • Add Costing Centers to Departments consistent with, and shared by, the Capital budget module; • Associate Costing Centers with Funds; • Define Budget Promotion Stages.	In scope
Initial Data Load ...		
Import Initial Budget	Import the current/future Operating budget from data import workbooks: • Create dollar budget line items at the chart of account level ... by Costing Center.	In scope: Questica will import the most recent budget with 1 years of future forecast data. Questica will repeat the import once, to accommodate a refresh prior to going live.
Import Historic Budgets	Import prior years' Operating budgets. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope: Questica will import 2 prior years' budgets.
Import Actuals Transactions	Import Operating actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.

Import Initial Statistical Budget	Import the current/future Operating statistical budget from data import workbooks: • Create statistical budget line items at the statistical account level ... by Costing categorized.	Customer task: The Customer will enter their statistical budget data using the Questica user interface or Questica's Excel® export/import feature.
Import Historic Statistical Budgets	Import prior years' Operating statistical budgets. All prior years must have a statistical account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	Customer task: The Customer can add their historical statistical budget data using the Questica user interface or Questica's Excel® export/import feature.
Import Statistical Actuals Transactions	Import Operating statistical actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.
Integration ... Budget Export	Automated facility to transfer the Operating module budget data from Questica Budget to The Customer's general ledger at the approved budget object/costing centre level when invoked by a user. Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.	In scope: Questica will create no more than 1 point of integration for the approved operating budget.
Amended Budget Export	Automated facility to transfer individual approved amendments to the Operating module budget data, from Questica Budget to The Customer's general ledger, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	In scope: Questica will create no more than 1 point of integration for the operating budget amendments.
Actuals Import	Automated facility to transfer actual data from The Customer's general ledger to the Questica Budget Operating module at a transaction level on a daily basis when automatically scheduled; and/or on demand. Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.	In scope: Questica will create no more than 1 point of integration for the operating actual costs.
Statistical Budget Export	Automated facility to transfer the Operating statistical budget data from Questica Budget to a single target system at the approved budget object/costing centre level when invoked by a user.	Not in scope

Amended Statistical Budget Export	Automated facility to transfer individual approved amendments to the Operating statistical budget data, from Questica Budget to a single target system, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the 3rd party system cannot be updated by re-running the full export provided in the item in the "Statistical Budget Export" item above.	Not in scope
Statistical Actuals Import	Automated facility to transfer actual data from a single source system to the Questica Budget Operating statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.3. Personnel Planning & Budgeting Module

The Questica Budget Personnel Planning & Budgeting module is included in this installation.

Functional Area	Description	Scope of Work
Initial Data Load ...	<i>Configuration and data import of standard Questica Personnel data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:</i> • Create positions; • Create salary grades; • Create salary grade steps; • Create modifiers (benefits); • Create employees; • Allocate employees to positions; • Allocate positions to costing centers. <i>For the purpose of the above, the definitions of positions, grades, grade steps, employees and modifiers shall be those found in the Questica Budget Personnel manual. The relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Operating Manual.</i>	
Import Positions & Employees	Import from data import workbooks.	In scope
Import Grades & Scales	Import from data import workbooks.	In scope
Create Benefits (Modifiers)	Create "modifiers" to generate supplementary personnel costs such as benefits, allowances, and insurance. Note that modifiers are not simple 2-dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.	Customer task: Questica will assist with this task until administrators have received training in modifier configuration.
Import Position/Costing Center Allocations	Import from data import workbooks.	In scope

Integration ... Payroll Actuals Import	Automated facility to transfer actual payroll transactions at the employee/position detail level from The Customer's HR or payroll system to the Questica Budget Operating module; automatically scheduled, and/or on demand. This data may be used to replace existing GL Actuals with payroll detail or may be stored in a separate table.	Not in scope
HR Data Sync.	Automated facility to synchronize Personnel data between Questica Budget and The Customer's HR or payroll system. This integration synchronizes: • New, deleted, and updated employees; • New, deleted, and updated positions; • Changes in employee-position relationships; • Changes in position-costing centre relationships.	Not in scope

2.4. Capital Module

The Questica Budget Capital module is included in this installation.

Functional Area	Description	Scope of Work
Configuration ... Import Projects	Configuration and data import of standard Questica Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: • Create Projects (including closed projects where historical budget is to be loaded); • Add Projects to Departments consistent with, and shared by, the Operating budget module; • Define Project Promotion Stages. The configuration data may optionally contain data necessary to: • Define Asset Categories & Asset Types; • Define Project Regions; • Define a Single Set of Project Ranking Metrics.	In scope
Initial Data Load ... Import Initial Budget	Import the current/future capital budget from data import workbooks: • Create dollar budget line items with GL Accounts and Funds... by Project.	In scope: Questica will import the most recent budget with 5 years of future forecast data. Questica will repeat the import once, to accommodate a refresh prior to going live.
Import Historic Budgets	Import prior years' capital budgets. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope: Questica will import 2 prior years' budgets.

Import Actuals Transactions	Import capital actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.
Import Initial Statistical Budget	Import the current/future capital statistical budget from data import workbooks: • Create statistical budget line items at the statistical account level ... by Project	Customer task: The Customer will enter their statistical budget data using the Questica user interface or Questica's Excel® export/import feature.
Import Historic Statistical Budgets	Import prior years' capital statistical budgets. All prior years must have a statistical account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	Customer task: The Customer can add their historical statistical budget data using the Questica user interface or Questica's Excel® export/import feature.
Import Statistical Actuals Transactions	Import capital statistical actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.
Integration ...		
Budget Export	Automated facility to transfer the Capital module budget data from Questica Budget to The Customer's general ledger or project system at the approved budget object/costing centre level when invoked by a user. Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.	In scope: Questica will create no more than 1 point of integration for the approved capital budget.
Amended Budget Export	Automated facility to transfer individual approved amendments to the Capital module budget data, from Questica Budget to The Customer's general ledger or project system, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	In scope: Questica will create no more than 1 point of integration for the capital project budget amendments.

Actuals Import	Automated facility to transfer actual data from The Customer's general ledger or project system to the Questica Budget Capital module at a transaction level on a daily basis when automatically scheduled; and/or on demand. Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.	In scope: Questica will create no more than 1 point of integration for the capital project actuals.
Statistical Budget Export	Automated facility to transfer the Capital statistical budget data from Questica Budget to a single target system at the approved budget object/costing centre level when invoked by a user.	Not in scope
Amended Statistical Budget Export	Automated facility to transfer individual approved amendments to the Capital statistical budget data, from Questica Budget to a single target system, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the 3rd party system cannot be updated by re-running the full export provided in the item in the "Statistical Budget Export" item above.	Not in scope
Statistical Actuals Import	Automated facility to transfer actual data from a single source system to the Questica Budget Capital statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.5. Reserved

2.6. Performance Measures

The Questica Budget Performance Measures module is included in this installation. This section of the SoW relates only to the configuration of the system. Unless explicitly included as a consulting activity (above), it is The Customer's responsibility to plan, design, and roll-out the performance measurement program(s). The 'Unlimited Read Only' license does not pertain to this module, as it is provisioned with unlimited read+write licenses.

Functional Area	Description	Scope of Work
Configuration ...		
Measure Categories and Units	Configuration of Performance Measures Categories and Units, establishing those lookup values within the system.	In scope: Questica will, with the help of The Customer, determine and configure the Performance Measures Categories and Units, establishing those lookup values within the system.
Initial Data Load ...		
Measures	Configuration of the initial set of performance measures.	In scope: Questica will import the initial set of performance measures, to a limit of 4 hours of consulting.
Scorecards	Configuration of the initial set of performance measurement scorecards, and including them on dashboards.	In scope: Questica will, with the help of The Customer, create the initial set of scorecards, to a limit of 4 hours of consulting.
Integration ...		
Measure Actuals Import	Automated facility to load actual data from The Customer's 3rd party data collection systems to the Questica Budget performance measures on a scheduled basis; and/or on demand. This integration requires the 3rd party system(s) to provide the following three pieces of information: 1. A unique identifier for the measure, matching that used in Questica; 2. A date; 3. A value. Users can add measure actuals data not available through an automated interface through the user interface or using Excel export/import.	In scope: Questica will create no more than 1 point of integration for the approved budget.

2.7. OpenBook

Questica's "OpenBook" cloud service for data transparency is included in this implementation.

Functional Area	Description	Scope of Work
Configuration ...		
System Administration	General configuration of OpenBook to set the look-and-feel, captions, and add users.	Customer task: As a customer task, The Customer will leverage Questica's training material and reasonable assistance of Questica's PM or consultant to understand the administration options.
Configuration of Visualizations	The Customer is able to add multiple "visualizations" of their data to their OpenBook site. Each dataset is displayed according to a template selected from a library of visualization styles.	In scope: A Questica consultant will assist in configuring OpenBook "Visualizations", to a limit of 10 hours of consulting time (* additional services can be purchased at Questica's standard hourly rate).
Configuration of Questica Budget	Configure ad hoc views in Questica Budget as a convenient source of source of OpenBook data.	In scope: Questica will, with the help of The Customer, configure up to 3 ad hoc views as a source of OpenBook data. The Customer is able to configure as many additional ad hoc views as required.
Integration ...		
Import from Questica Budget	Connection of OpenBook to Questica Budget, through a shared API key, and the publication of ad hoc views for seamless import of data into OpenBook from Questica Budget.	In scope
Import from CSV Files	Initial and ongoing population of datasets through the import of .CSV files.	Customer task: As a customer task, The Customer will leverage Questica's training material and reasonable assistance of Questica's PM or consultant to load and configure datasets from CSV files.

2.8. Training

Functional Area	Description	Scope of Work
Online Resources	Questica has invested in creating and maintaining a substantial library of online training courseware in the Questica Help and the Questica Academy. Having signed-up with a valid Customer email address, all material is available to all users during and after the implementation.	
Training Approach	Questica's standard training model is to train the trainers and/or advanced users within The Customer's organization in all aspects of the application related to the system delivered. Training is a blend of online courseware and "live" training, either in a classroom (if in scope, see "Training Location" below) or via a web conference. In the case of video training Questica's PM will field outstanding questions after the scheduled viewing. Where a specialist trainer is "In Scope" below this might be as a follow-up to a video or presentation of the entire course.	
Training Schedule	Questica's PM will help determine at which point in the implementation the delivery of training is most appropriate. The Customer may prefer to receive some or all of their training in the early stages of the implementation, in the knowledge that such training will need to be carried out using a generic training database. Alternatively The Customer may choose to wait until the implementation is substantially complete in order to be trained on their own instance of Questica. Having received train-the-trainer training, the Customer is responsible for training the end users, except where explicitly included in scope (below).	
Training Location	* Note that this item relates only to location of training and does not confer training in addition to those items scoped below. On-Site Training: Is not included. Remote Training: All training provided by Questica will be delivered using web conferencing tools. Attendees are able to participate in the training from multiple locations using their own computer, or in a conference room with shared screen (their own computer is recommended). Audio is provided by telephone or the computer's own audio facilities. These sessions may be recorded upon request, with the unedited recording provided to The Customer for storage and dissemination using their own media repository.	
Instructional Videos/eLearning Courseware	Instructional on-boarding videos tailored to The Customer's process (one per module) or full eLearning courseware (covering all modules) aimed at end-users. This material will show general system usage, and how to enter and query budgets.	Not in scope
<i>The following sections detail the proposed training. The Customer's PM will work with Questica's PM or training specialist to determine the final training plan and topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed this proposed plan.</i>		
Training: Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos.	In scope: This will be delivered in one training session.

Training: Administrator Authorized Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommend that users make use of the many online resources to gain expertise in this tool.	In scope: This will be delivered in one training session.
Train-the-Trainer: Operating	"Train the trainer" training in the use of Questica Budget's Operating module.	In scope: This will be delivered in one training session.
Train-the-User: Operating	"Train the user" training in the use of Questica Budget's Operating module.	Customer task
Train-the-Trainer: Personnel	"Train the trainer" training in the use of Questica Budget's Personnel Planning & Budgeting module.	In scope: This will be delivered in one training session.
Train-the-User: Personnel	"Train the user" training in the use of Questica Budget's Personnel Planning & Budgeting module.	Customer task
Train-the-Trainer: Capital	"Train the trainer" training in the use of Questica Budget's Capital module.	In scope: This will be delivered in one training session.
Train-the-User: Capital	"Train the user" training in the use of Questica Budget's Capital module.	Customer task
Train-the-Trainer: Performance Measures	Standard "Train the trainer" training in the use of Questica Budget's Performance module is via pre-recorded training video, with a follow-up discussion with Questica's project manager.	In scope
Train-the-User: Performance Measures	"Train the user" training in the use of Questica Budget's Performance module.	Customer task

2.9. Reserved

2.10. Digital Budget Book

A Budget Book publishing solution is not included in this scope of work.

2.11. Customizations

2.11.1. Custom Business Rules (CBRs), Modifiers, User Interface

This Scope of Work does not include the development of customizations.

Customizations not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.11.2. Custom Reports, Custom Ad Hoc Entities and Custom Dashboards

The following are included within this Scope of Work:

- Report: Budget Summary report provided by Jennifer Ferrer-Santa Ines

*** Notes: Budget Summary report provided by Jennifer Ferrer-Santa Ines on April 4, 2023 in email

Custom reporting and dashboard requirements not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.11.3. Specifications

Before Questica undertakes any customizations described herein, as well as integrations with other systems, and data imports, The Customer and Questica shall prepare and sign-off on the detailed specifications ("Specifications") for the work to be performed.

2.11.4. Change Orders

Any changes to the agreed specifications, including changes requested by The Customer within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Scope of Work.

2.11.5. Warranty

Once completed the custom work shall be warranted by Questica in accordance with the "Technical Support Services" section of the Questica Software License Agreement.

3.0. Project Management

3.0.1. Questica Project Management Responsibilities

1. Coordinating the development of the project plan in consultation with The Customer project manager and team members.
2. Ensure the timely execution of Questica's deliverables.
3. Ensuring that members of The Customer team are sufficiently educated in the Questica Budget application understand the implications of initial design decisions.
4. Providing The Customer with timely and detailed descriptions of the items identified as "Customer task" within this SoW, along with their expected completion dates.
5. Providing regular progress status reports to the key team members.
6. Advising The Customer of the impact on the expected delivery dates of any Questica or Customer deliverable is advanced or delayed.
7. Tracking issues through an issue log.
8. Author and coordinate the approval of change order estimates, and the execution of the deliverables approved.

3.0.2. The Customer Project Management Responsibilities

1. Running The Customer's project according to The Customer's norms, standards, practices, and protocols.
2. Acting as primary communication point with the Questica PM.
3. Providing definitive responses to the Questica PM on all decision points.
4. Ensuring the timely execution of The Customer's deliverables, as identified within this SoW, and advising the Questica PM of expected completion dates.
5. Ensuring that implementation training material is reviewed in a timely manner.
6. Ensuring that change orders contain a full specification of the changes required.
7. Ensuring that customizations are fully specified and documented.
8. Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.
9. Approving (sign-off) Questica deliverables.

3.0.3. Project Planning

1. The project plan will be prepared by the Questica project manager in consultation with The Customer's project manager and team members.
2. The project planning phase will determine whether Questica Budget modules are to be implemented serially or in parallel and, if serially, the order of module implementation.
3. The implementation of each Questica Budget module will involve the following stages:
 - a. An overview of, and training in, the module and the ways in which the module can be extended by configuration and customizations.
 - b. A determination of how best to configure and, if necessary, customize the module to meet the objectives of The Customer.

- c. An overview of the advantages and, if present, disadvantages of the proposed configuration and customizations.
- d. Documentation of the agreed configuration and customizations.
- e. The preparation of data import templates consistent with the agreed configuration and customizations.
- f. The completion by The Customer of the data import templates.
- g. The import by Questica of the data import templates.
- h. Customer approval of the imported Questica Budget structures and data.
- i. The creation of custom report entities to support The Customer's reporting, where such reporting is not readily available within Questica Budget's natural data model.
- j. Training in the creation of (ad hoc) views, and ad hoc print reports using Microsoft Report Builder 3.0.
- k. Determination of custom reporting requirements that cannot be met by the standard reports and the use of the out-of-the-box ad hoc reporting features.
- l. The preparation of change orders and specification for any custom reports not detailed in this Scope of Work.
- m. The development by Questica of any required custom reports, whether detailed in this Scope of Work or added to the scope through a change order.
- n. The testing and acceptance of custom reports and report views.
- o. The deployment of custom reports and report views.
- p. The development of an integration strategy for updating the Questica Budget database with actual result data from the financial system and the passing of budget data into the financial system.
- q. The development by The Customer of the integration components (queries, intermediate tables, file output/input etc.) which are required to access actual data from the financial system/HR System and update the financial system with budget data.
- r. The development by Questica of:
 - i. integration components which transform budget data prior to updating the financial system;
 - ii. integration components which transform actual result data prior to updating the Questica Budget database;
 - iii. integration components required to initiate the execution of integrations.
- s. The deployment of all integration components.
- t. The testing and acceptance by The Customer of the integration components.

4. Customer Resources

- 1. The requirement for Customer resources is variable with:
 - a. The duration of the project.
 - b. The degree of internal Customer consultation.
 - c. The level of internal Customer agreement.
 - d. The number of customizations.
 - e. The familiarity of Customer staff with their General Ledger, ERP, HR, and other 3rd party systems.

END OF SOFTWARE SUBSCRIPTION AGREEMENT DOCUMENT



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 7.H.
For Meeting of: June 16, 2026

ITEM TITLE: Resolution authorizing award acceptance of Washington State Department of Transportation grant for the 72nd & Washington Avenue Sidewalk Project 2861 (Streets Capital Fund)

SUBMITTED BY: Robert Washabaugh, City Engineer

SUMMARY EXPLANATION:

The City of Yakima was awarded \$500,000 from the Washington State Department of Transportation for the S. 72nd & Washington Avenue Sidewalk Project 2861. The funding is part of the Move Ahead Washington Active Transportation Components.

The project will include constructing curb, gutter, sidewalk, and storm drainage along 72nd Ave. from Washington Ave. to Coolidge Rd.
Construction estimated to begin in 2026.

There is no match required for this award.

ITEM BUDGETED: No

STRATEGIC PRIORITY 24-25: A Resilient Yakima

RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:

[Resolution DOT MAWA \\$500k.docx](#)
[Yakima 72nd vECER26.pdf](#)

RESOLUTION NO. R-2026-

A RESOLUTION authorizing acceptance and execution of a state grant program agreement with the Washington State Department of Transportation for 72nd Ave & Washington Ave Active Transportation Project.

WHEREAS, the City of Yakima (City) desires to add curb, gutter, and sidewalk on 72nd Ave. from Washington Ave. to Coolidge Rd (Project); and

WHEREAS, the City of Yakima was selected to receive \$500,000, in state funding through the Washington State Department of Transportation (WSDOT) 2026 Supplemental Transportation Budget for the Project, which requires no local match; and

WHEREAS, the City Council finds that it is in the best interests of the City of Yakima and its residents to accept and execute the grant agreement with WSDOT for the Project, and authorize the City Manager to take all necessary steps to execute the grant agreement, necessary contracts, and administer the funds received from WSDOT; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

Section 1. The City Manager is hereby authorized to accept the Washington State Department of Transportation (WSDOT) grant, not to exceed Five Hundred Thousand Dollars (\$500,000) as described in the Grant Program Agreement, and directed to take all necessary steps to secure the funding for the Project.

Section 2. The appropriate administrative officials of the City are hereby authorized to receive monies and to expend the same as authorized by the WSDOT award.

Section 3. The City Manager, or his designee, shall have responsibility for the administration of said funds and expenditure of said funds received pursuant to the WSDOT award and the budget submitted therewith for the grant.

Section 4. The City Council hereby authorizes the City Manager to execute any and all contracts necessary and not to exceed the budgeted amounts outlined in the agreement, and enter into any other necessary agreements or documents to accomplish the Project funded through the WSDOT award.

Section 5. Severability. If any section, subsection, paragraph, sentence or clause of this resolution is declared invalid or unconstitutional for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of the resolution.

ADOPTED BY THE CITY COUNCIL this 16nd day of June, 2026

Matt Brown, Mayor

ATTEST:

Rosalinda Ibarra, City Clerk

April 15, 2026

Mr. Robert Washabaugh, PE
City Engineer
City of Yakima
129 North 2nd Street
Yakima, WA 98901

**RE: 72nd Ave & Washington Ave Active Transportation Components
Move Ahead WA – Capital Projects
2026 Supplemental Transportation Budget
State Funding**

Dear Mr. Washabaugh:

WSDOT is pleased to advise you that the 2026 Supplemental Transportation Budget has updated the above-mentioned project funding through the Move Ahead Washington (MAWA) – Capital Projects, utilizing Climate Commitment Act (CCA) funds. The state funding is limited as shown below:

72nd Ave & Washinton Ave Active Transportation Components \$500,000

2023-25 Available Funding: \$ 0

2025-27 Available Funding: \$ 500,000

Scope: Title of the project is the scope of work.

Local Programs State Funding Agreement or Supplement must be authorized before the start of each state funded phase of the project. This includes authorization of the construction phase prior to advertisement of the construction contract.

In the event the 2025-27 funding is not reimbursed, WSDOT will need to request the remaining funding through the 2027-29 budget process. Based on the revised funding provided by the legislature, WSDOT can only reimburse your agency for the approved work completed each biennium, as reflected above. Therefore, it is critical that the city plan its work and schedule so that the funds match the work. As a reminder, the amount of MAWA funds available in each biennium is contained within the enacting legislation.

To meet the state requirements for this project, the following are required:

- ***Project expenditures incurred before receiving notice from Local Programs of fund authorization are not eligible for reimbursement.***
- Please refer to the Local Programs webpage for detailed authorization information, including: (<http://www.wsdot.wa.gov/localprograms/>)

Mr. Robert Washabaugh, PE
City of Yakima
April 15, 2026

- ✓ [Local Agency Guidelines \(LAG\) manual](#) for detailed requirements.
 - ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable.
 - ✓ [Funding and billing forms](#).
 - ✓ [Local Project Report](#) is required to be completed by the end of June and December each year. To access the database, you will need an account name and password. Your account name is **Yakima** and your password is **Yakim007**. The password is case sensitive.
- Directive 24-01 “Use of Climate Commitment Act Branding in Agency Contracts” – compels agencies like WSDOT that administer CCA-funded programs to require subrecipients to implement consistent branding and funding acknowledgements. Therefore, **you are required to use the branding guidance for this CCA-funded project**. If CCA is a portion of your project’s overall funding, please also list other funding sources as applicable on your communications including webpages. It is important to note that there is no additional funding for this effort, so please do what is feasible relative to your grant award. The directive and related branding requirements are attached to this letter.

Local Programs encourages all agencies to submit monthly progress billings to ensure timely reimbursement of eligible expenditures.

For questions or assistance, please contact your Region Local Programs Engineer, Seth Walker at 509.577.1780 or Seth.Walker@wsdot.wa.gov.

Sincerely,



Jay Drye, PE
Director
Local Programs

Attachments

JD:st:cdm

cc: Seth Walker, PE, South Central Local Programs Engineer



STATE OF WASHINGTON
— OFFICE OF GOVERNOR JAY INSLEE —

**DIRECTIVE OF THE GOVERNOR
24-01**

Date: January 16, 2024
To: Executive and Small Cabinet Agencies
From: Governor Jay Inslee
Subject: Use of Climate Commitment Act Branding in Agency Contracts

As agencies begin deploying appropriations from the Climate Commitment Act (CCA), we are creating tools to ensure transparency about how CCA funding is being put to work across the state. One of the ways we can help people see CCA benefits in their own neighborhoods and communities is through consistent branding and funding acknowledgements.

Effective today, January 16, 2024, agency contracts related to CCA-funded programs and projects *must* include provisions consistent with the attached branding contract guidelines.

The CCA is supercharging state efforts to reduce pollution and keep our air clean. The projects and programs supported by the CCA provide Washingtonians more options for cleaner, healthier homes, schools, businesses and communities. Examples include keeping kids safe from asthma by switching to electric school buses and improving air ventilation systems in schools; helping thousands of families reduce utility bills by weatherizing their homes and upgrading to energy-efficient heat pumps; and creating clean energy jobs in solar, wind, clean hydrogen and other clean energy sectors.

The attached CCA branding contract guidelines are similar to the kinds of funding requirements often seen in federally-funded programs or other infrastructure funding programs.

For CCA-funded contracts that were executed *prior to* this effective date, agencies should evaluate on a case-by-case basis if amendments to include any or all of these requirements are feasible or justifiably infeasible.

I appreciate everyone's dedication and progress toward a cleaner, healthier, safer Washington for all.



STATE OF WASHINGTON
OFFICE OF GOVERNOR JAY INSLEE

Climate Commitment Act funding acknowledgments and branding: Contract guidelines for agencies

Last updated: January 16, 2024
Issued by Office of the Governor Pursuant to Directive 24-01

The Climate Commitment Act (CCA) is the centerpiece of the state's climate action efforts. Revenue from the program will support thousands of projects, programs and jobs that reduce pollution, and improve the health, safety, and resilience of neighborhoods and communities across Washington state.

To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to include CCA funding acknowledgement and branding provisions in funding or contract agreements.

The following guidance and sample contract language is intended to help agencies identify when and how to include requirements for funding acknowledgments and branding. These flow-down provisions apply to contractors, subcontractors, service providers and others doing business with the agency to implement a program that is receiving CCA funding. Such guidelines are similar to routine funding conditions from the federal government and will feel familiar to many agencies, particularly those who do federally-funded public works projects.

This guidance is effective January 16, 2024. For CCA-funded contracts that were executed prior to this effective date, agencies should evaluate on a case-by-case basis if amendments to include any or all of these requirements are feasible or justifiably infeasible.

Appendix A provides the official brand guide for "Climate Commitment Act" logo usage, signage guidelines, and access to high-resolution files. The brand guide is also available at climate.wa.gov/brandtoolkit. Please feel free to refer grantees and contractors to that web page.

Funding source acknowledgement

Administering agencies and all funding recipients, including sub-grantees and local agencies that receive CCA funding to supplement existing programs, must include recognition of CCA funding in alignment with this guidance.

The funding source acknowledgment should be used in related publications, websites, signage, invitations and other media-related and public-outreach products. This is the standard funding language to be used on websites and included in announcements, press releases, and publications:

“The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

Logo and signage, decals, stickers

In addition to including a funding acknowledgement on websites and media or outreach materials, recipients must display the “Climate Commitment Act” logo if logos for other partnering organizations are included.

Logos must be printed on publicly-visible equipment and signage, as applicable and to the extent practical. If equipment and signage includes logos from other partners, it must also include a “Climate Commitment Act” logo. Likely examples include EV charging station signs, the side of an electric school bus, or the exterior surface of a heat pump.

Examples of applicable projects and programs

Large capital projects

Examples include but are not limited to large-scale or solar projects, shore power at ports, or retrofits on public buildings.

- o **Pre- and during construction project signs**
If the project is installing pre-construction signage or will have signage up during construction, signage must include a CCA logo.
- o **Website information**
If the project has a related website or webpage, it must include the funding acknowledgement. If the website or webpage includes logos for other project partners or funding sources, it must also include a CCA logo.
- o **Public outreach or promotional materials**
Fliers, brochures, public meeting notices, and other similar education and outreach materials must include the funding acknowledgement. If materials include logos for other project partners, they must also include a CCA logo.
- o **Permanent signs**
Once the project is complete, any prominent signage that will remain permanently within the footprint of the site must include a CCA logo.

Small capital projects

Examples include but are not limited to culvert projects along major roadways, community solar projects, new or upgraded EV charging stations, new or upgraded air quality monitoring stations.

- o **Pre- and during construction project signs**

If the project is installing pre-construction signage or will have signage up during construction, it must include a CCA logo.

- o **Website information**

If the project has a related website or webpage, it must include the funding acknowledgement. If the website or webpage includes logos for other project partners or funding sources, it must also include a CCA logo.

- o **Public outreach or promotional materials**

Fliers, brochures, public meeting notices, and other similar education and outreach materials must include the funding acknowledgement. If materials include logos of other project partners, they must also include a CCA logo.

- o **Permanent signs**

Once the project is complete, any prominent signage that will remain permanently within the footprint of the site must include a CCA logo.

Stationary projects or consumer incentive programs

Examples include but are not limited to weatherization or heat pump programs for homes or apartments, new electric school buses, free youth transit.

- o **Website information**

If the project has a related website or webpage, it must include the funding acknowledgement. If the website or webpage includes logos for other project partners or funding sources, it must also include a CCA logo.

- o **Public outreach or promotional materials**

Fliers, brochures, public meeting notices, and other similar education and outreach materials must include the funding acknowledgement. If materials include logos of other project partners, they must also include a CCA logo.

- o **On-product**

Equipment such as heat pumps, updated electrical panels, zero-emission or electric-hybrid vehicles including drayage trucks, buses or ferries, and other products or equipment purchased with CCA funding must include a CCA logo decal in a place that is generally visible to the consumer or user. This includes equipment installed in residential buildings as well as commercial, industrial and community buildings or settings.

Sample contract language

This sample contract language is a starting point. Please work with your contracts manager to ensure contract language is appropriate for the specific circumstances of your project or program. The intent and spirit of this contract language is to ensure the Climate Commitment Act is consistently and properly recognized as a source of funding, particularly to emphasize the benefit to the end user.

Section X.Y: Ensure coordinated Climate Commitment Act branding

[PROGRAM/PROJECT NAME] received funding from Washington’s Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The “Climate Commitment Act” logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing [PROGRAM/PROJECT NAME].

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

- o Any PROGRAM/PROJECT website or webpage that includes logos from other funding partners.
- o Any PROGRAM/PROJECT media or public information materials that include logos from other funding partners.
- o On-site signage *[for consumer-related projects or programs this could instead say something like: Decal placed on front of installed heat pump OR logo printed on delivery tag]*

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

“The [PROGRAM/PROJECT] is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

Appendix A: Official brand guide and toolkit

This brand guide and logo and font files are available online at climate.wa.gov/brandtoolkit.

To strengthen public awareness of how Climate Commitment Act (CCA) funding is put to work, state agencies and recipients of programs or projects funded by the CCA are directed to use a funding acknowledgement and/or logo.

The Climate Commitment Act logo is a symbol of the state's commitment to fighting climate change and pollution. The simple but powerful design conveys our progress towards a cleaner, zero emission future. The primary color palette is the three shades of green representing the Evergreen State's natural beauty and its commitment to environmental protection.

The funding acknowledgement provides standard language for websites, press releases, public outreach materials and other related promotional products.

The guidance below provides general information about funding acknowledgement language and logo usage. Funding recipients should refer to their contracts for information about if and when these requirements apply.

Funding acknowledgement

Administering agencies and all funding recipients, including sub-grantees and local agencies that receive CCA funding to supplement existing programs, must include recognition of CCA funding in alignment with this guidance.

The funding source acknowledgment should be used in project- or program-related publications, websites, signage, invitations, and other media-related and public-outreach products. The standard funding language to be used is:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

Logo usage

The logo should always be used in its entirety, with the wordmark and symbols together. The logo should not be altered in any way, including changing the colors, proportions or fonts.

The logo should be displayed on a white background. If a white background isn't possible, use the primary logo with the border or one of the approved white logos. The primary color palette is the shades of green, but it can also be used in black and white and/or gray scale as required.

The logo can be used in a variety of applications, including websites, social media, print materials, and signage. When using the logo in digital applications or printing for signage, it is important to use a high-resolution version of the logo file.

Primary logo



Primary with border & white background



Social media icon: For social media sites where a round icon is necessary or useful.



Grayscale logo: ONLY use the grayscale logo for black and white printing, limited color printing, or low-resolution displays.



White logo

While the primary CCA logo is always preferred, circumstances may necessitate using an alternative white logo. To ensure optimal visual impact, use only the listed logos with the black background or one of the approved CCA green hues.



Non-allowable logo modifications - DO NOT:

Squeeze, stretch, or condense logo out of proportion or reduce size smaller than 100px:



Retype or change the font in the logotype:



Combine with other elements:



Outline the logo:



Place logo on low contrasted background:



These are just a few examples of non-allowable modifications. For more information, please contact the Office of the Governor.

COLORS & FONTS

PRIMARY GREEN | Color codes for copy/paste on next page.

HEX: #005151 CMYK: 92, 49, 60, 35 RGB: 0, 81, 81	HEX: #027B5F CMYK: 87, 29, 72, 14 RGB: 2, 123, 95	HEX: #07B14C CMYK: 80, 0, 100, 0 RGB: 7, 177, 76
GRAYSCALE		
HEX: #000000 CMYK: 0, 0, 0, 100 RGB: 0, 0, 0	HEX: #585858 CMYK: 0, 0, 0, 65 RGB: 88, 88, 88	HEX: #A6A6A6 CMYK: 0, 0, 0, 35 RGB: 166, 166, 166

FONTS

TITLE FONT: OSALD REGULAR

FUNDED BY WASHINGTON'S

LOGO TYPE: POPPINS BOLD

CLIMATE COMMITMENT ACT



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 7.I.
For Meeting of: June 16, 2026

ITEM TITLE: Resolution authorizing a grant agreement with Washington State Department of Transportation to fund Paratransit Services (Dial A Ride)

SUBMITTED BY: Scott Schafer, Public Works Director
*Jim Hogenson, Transit Manager

SUMMARY EXPLANATION:

The City of Yakima (City) Paratransit (Dial-A-Ride) service provided through Yakima Transit started in 1992 in accordance with the American's with Disabilities Act (ADA). This essential service provides transportation for disabled individuals that are unable to ride a fix-route transit bus. The service is currently operated by Medstar Transportation.

The Washington State Department of Transportation (WSDOT) has awarded the City grant funding in the amount of \$706,906 to provide financial support for the Dial-A-Ride service for a two-year period (July 1, 2025 – June 30, 2027). In order to receive this funding, it is necessary for the City and WSDOT to enter into Grant Agreement PTD1322 which has been attached for City Council review.

ITEM BUDGETED: Yes

STRATEGIC PRIORITY 24-25: A Thriving Yakima

RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:

[Resolution - Dial A Ride 6-5-26.docx](#)

[WSDOT_Operating_Grant_Agreement_PTD_1322](#)

RESOLUTION NO. R-2026- ____

A RESOLUTION authorizing the acceptance of a grant with Washington State Department of Transportation (WSDOT) to fund City of Yakima Paratransit Services (Dial-A-Ride)

WHEREAS, Yakima Transit has provided Dial-A-Ride service since 1992, as a requirement of the American's with Disabilities Act (ADA); and

WHEREAS, the City of Yakima (City) through Yakima Transit has a service contract with Medstar Transportation to provide the current Dial-A-Ride Service; and

WHEREAS, WSDOT has awarded the City grant funding in the amount of \$706,906 for Dial-A-Ride services for the period of July 1, 2025 - June 30, 2027; and

WHEREAS, Grant Agreement PTD1322 sets forth the terms and conditions of the grant; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager is hereby authorized to enter into Grant Agreement PTD1322 with WSDOT, attached hereto and incorporated herein by this reference, for funding Dial-A-Ride services in the amount of Seven Hundred Six Thousand Nine Hundred and Six Dollars (\$706,906).

ADOPTED BY THE CITY COUNCIL this 16th day of June, 2026.

Matt Brown, Mayor

ATTEST:

Rosalinda Ibarra, CMC, City Clerk



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

WSDOT Contact: Kristin Melcher
WSDOT E-mail: kristin.melcher@wsdot.wa.gov
WSDOT Phone: 564-233-1354

Consolidated Grant Program Operating Grant Agreement			
Agreement Number	PTD1322	Grantee:	Yakima Transit
Term of Agreement	July 1, 2025 through June 30, 2027		
Vendor #	SW00071220 2		2301 Fruitvale Blvd
UEI	FJNNX1XFJ9K3		Yakima, WA 98902-1225
ALN # / ALN Name	N/A		
Indirect Cost Rate	None		
R & D	No		
Service Area	Yakima County	Contact:	Scott Schafer
		Email:	Scott.Schafer@yakimawa.gov

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

WHEREAS, the State of Washington in its Sessions Laws of 2025, ESSB 5161, Sections 221 and 308, authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2025-2027 biennial appropriations to WSDOT; and

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

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

Section 1 SCOPE OF WORK AND BUDGET

Funding by Project

Project Title: Paratransit/Special Needs formula distribution for 2025-2027

UPIN # N/A

Scope of Work: Sustain demand response, ADA accessible, transportation services for persons with special needs within Yakima.

Type of Funds	Percentage	Current Funds	Projected Funds	Total Funds
State Special Needs Transportation - Transit Formula Funds (MMA)	100.00%	\$706,906		\$706,906
Projected Grant Funds			\$0	\$0
Grant Funds	100.00%	\$706,906	\$0	\$706,906
Grantee's Funds	0.00%	\$0	\$0	\$0
Total Project	100%	\$706,906	\$0	\$706,906

Budget: Current State Funds reflect total funding appropriated by the Washington State Legislature for the 2025-2027 biennium. As applicable, Federal Funds are subject to availability of federal apportionments and obligation by the Federal Transit Administration (FTA).

Section 2

Purpose of Agreement

- A. The purpose of this AGREEMENT is for WSDOT to provide funds to the GRANTEE for public transportation services that meet the needs of persons in the State of Washington.
- B. If this AGREEMENT includes any funding with federal funds, in addition to the requirements of Sections 1 through 34 of the AGREEMENT the GRANTEE will also comply with all requirements imposed by, or pursuant to 49 USC chapter 53, all other applicable federal laws, regulations and requirements and the requirements set forth in Exhibit I, Federal Provisions for this AGREEMENT that Includes Federal Funds (Grant Agreement), which is attached hereto and by this reference incorporated into this AGREEMENT, "Federal Provisions ."

Section 3

Scope of Project

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

Section 4

Term of Agreement

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

Section 5

General Compliance Assurance

The GRANTEE agrees to comply with all instructions as prescribed in WSDOT's Consolidated Grants Program Guidebook, hereinafter referred to as the "Guidebook", and any amendments thereto, found at, <https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/manage-your-public-transportation-grant> which by this reference is fully incorporated herein. The GRANTEE agrees that WSDOT, and/or authorized WSDOT representative, shall have not only the right to monitor the compliance of the GRANTEE with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regards to any matter arising under this AGREEMENT.

Section 6

GRANTEE's Share of Project Costs

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

Section 7
Reimbursement and Payment

- A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by the GRANTEE for reimbursement. Failure to send in progress reports and financial information as required in **Section 10 –Reports** may delay payment. The GRANTEE shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.
- B. The GRANTEE shall submit an invoice for completed work in the same state fiscal year in which it was incurred. Pursuant to RCW 43.88.020(13) “fiscal year” is defined as the year beginning July 1st and ending the following June 30th. Reimbursement requests must be received no later than July 15 of the following state fiscal year. If the GRANTEE is unable to provide an invoice by this date, the GRANTEE shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal year. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 8
Assignments and Subcontracts

- A. The GRANTEE shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the GRANTEE in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the GRANTEE’s direct supervision.
- B. The GRANTEE agrees to include all applicable sections of the AGREEMENT such as **Section 5, Sections 8 through 21, and Section 28**, in each subcontract and in all contracts it enters into for the employment of any individual, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 9
Anti – lobbying

- A. It is WSDOT’s policy that no funds awarded through the agency to grantees can be used for lobbying activities.
- B. GRANTEES who receive an award through WSDOT shall certify on an annual basis that the awarded funds are not used for lobbying activities. This certification may be provided as part of the Certification & Assurances annual submittal.

Section 10

Reports

- A. The GRANTEE shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the Guidebook. Those reports include, but are not limited to:
1. Project Passenger Trips Provided
 2. Project Service Hours Provided
 3. Project Revenue Service Miles Provided
 4. Narrative Progress Report
 5. Financial Status/Summaries of the Project.
- B. Failure to meet any of the above-identified report submittal timelines may result in the GRANTEE being considered to be in breach of contract and "Not In Good Standing" as defined in the Guidebook referenced in **Section 5 - General Compliance Assurance** of this agreement. Failure to meet the above-identified report submittal timelines may also prevent the GRANTEE from receiving grant funds in the next biennium.

Section 11

Energy Credit

To the extent GRANTEE receives any monies from the sale or disposition of energy credits, decarbonization credits, environmental credits, or any other monies through its participation of a like program, GRANTEE agrees to reinvest those monies into services and projects consistent with the STATE'S public transportation grant program. GRANTEE'S obligation to reinvest these monies under this provision shall be in an amount no less than the proportion of the STATE'S funding of this AGREEMENT.

Section 12

No Obligation by the State Government

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

Section 13

Personal Liability of Public Officers

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

Section 14
Ethics

- A. Relationships with Employees and Officers of WSDOT. The GRANTEE shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall GRANTEE knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.
- B. Employment of Former WSDOT Employees. The GRANTEE hereby warrants that it shall not engage on a full-time, part-time, or another basis during the period of this AGREEMENT, any professional or technical personnel who are or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without the written consent of WSDOT.

Section 15
Civil rights

The GRANTEE shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any WSDOT-assisted contract or in the administration of its public transportation services.

Section 16
Compliance with Laws and Regulations

- A. The GRANTEE agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The GRANTEE will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW.
- B. Additionally, the GRANTEE agrees to comply, as applicable, with the following:
 - 1. SB 5974 Move Ahead Washington
 - 2. RCW 70A.02 Healthy Environmental for All (HEAL) ACT,
 - 3. RCW 70A. 65.260 Climate Commitment ACT, and
 - 4. Chapter 49.46 RCW – Minimum Wage Requirements & Labor Standards
 - 5. Chapter 43.21C RCW - State Environmental Policy Act (SEPA)
 - 6. Executive Order 21-02 Archeological and Cultural Resources
- C. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the GRANTEE to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violates state or local law or would require the GRANTEE to violate state or local law, the GRANTEE agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the GRANTEE agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

Section 17

Environmental and Regulatory Requirements

The GRANTEE agrees to secure any necessary local, state, and federal permits and approvals, and comply with all applicable requirements of Chapter 43.21C RCW State Environmental Policy Act (SEPA). The GRANTEE agrees to comply with all applicable requirements of Executive Order 21-02, Archaeological and Cultural Resources, for all capital construction projects or land acquisitions not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

Section 18

Accounting Records

- A. Project Accounts.** The GRANTEE agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The GRANTEE agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.
- B. Documentation of Project Costs and Program Income.** The GRANTEE agrees to support all allowable costs charged to the Project, including any approved services contributed by the GRANTEE or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The GRANTEE also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 19

Audits, Inspection, and Retention of Records

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

- A. General Audit Requirements.** The GRANTEE agrees to obtain any other audits required by WSDOT at GRANTEE's expense. Project closeout will not alter the GRANTEE's audit responsibilities.
- B. Inspection.** The GRANTEE agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the GRANTEE and its contractors pertaining to the Project. The GRANTEE agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

Section 20

Labor Provisions

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

Section 21

Changed Conditions Affecting Performance

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

Section 22

Coordination of Special Needs Transportation

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

Section 23

Remedies for Misuse or Noncompliance.

If WSDOT determines that the Project has been used in a manner materially different from **Section 1- Scope of Work**, WSDOT may direct the GRANTEE to repay WSDOT the State-funded share of the Project. WSDOT may also withhold payments should it determine that the GRANTEE has failed to materially comply with any provision of this AGREEMENT.

Section 24

Disputes

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

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

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

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

Section 25

Termination

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

1. The requisite funding becomes unavailable through the failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The GRANTEE is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of a war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The GRANTEE is prevented from proceeding with the Project by reason of a temporary, preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the GRANTEE; or
5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;

- B. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the GRANTEE for all costs payable under this AGREEMENT that the GRANTEE properly incurred prior to termination. The GRANTEE shall promptly submit its claim for reimbursement to WSDOT. If the GRANTEE has any property in its possession belonging to WSDOT, the GRANTEE will account for the same, and dispose of it in the manner WSDOT directs.
- C. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the GRANTEE, if the GRANTEE materially breaches or fails to perform any of the requirements of this AGREEMENT, including:
1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
 2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the GRANTEE operates;
 3. Fails to make reasonable progress on the Project or violates this AGREEMENT in a way that endangers substantial performance of the Project; or
 4. Fails to perform in the manner called for in this AGREEMENT or fails to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the GRANTEE setting forth the manner in which the GRANTEE is in default hereunder. If it is later determined by WSDOT that the GRANTEE had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the GRANTEE, such as a strike, fire or flood, WSDOT may: (a) allow the GRANTEE to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.
- D. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the GRANTEE ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the GRANTEE fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to the GRANTEE. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against the GRANTEE and its sureties for said breach or default.
- E. In the event that WSDOT elects to waive its remedies for any breach by the GRANTEE of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.
- F. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the GRANTEE shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

Section 26

Forbearance by WSDOT Not a Waiver

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

Section 27

Lack of Waiver

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

Section 28

Limitation of Liability

- A. The GRANTEE shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT, arising out of, in connection with or incident to the execution of this AGREEMENT and/or the GRANTEE's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees, and officers arising out of, in connection with, or incident to the negligent acts or omissions of the GRANTEE, its agents, employees, officers, and subcontractors of any tier. Provided, however, that nothing herein shall require the GRANTEE to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees, or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the GRANTEE its employees, agents, officers or GRANTEES and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the GRANTEE, its employees, officers, authorized agents, and/or GRANTEES. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.
- B. The GRANTEE shall be deemed an independent GRANTEE for all purposes, and the employees of the GRANTEE or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.
- C. The GRANTEE agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the GRANTEE, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.
- D. In the event either the GRANTEE or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

Section 29
Agreement Modifications

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES. Provided, however, that changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, PIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the GRANTEE of the revision in writing.

Section 30
WSDOT Advice

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

Section 31
Subrogation

- A. Prior to Subrogation. WSDOT may require the GRANTEE to take such reasonable action as may be necessary or appropriate to preserve the GRANTEE's right to recover damages from any person or organization alleged to be legally responsible for injury to the Project Equipment as defined in the scope of work or other property in which WSDOT has a financial interest.
- B. Subrogation. WSDOT may require the GRANTEE to assign to WSDOT all rights of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the GRANTEE shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The GRANTEE shall do nothing after any loss to intentionally prejudice the rights of WSDOT.
- C. Duties of the GRANTEE. If WSDOT has exercised its right of subrogation, the GRANTEE shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage to Project Equipment. The GRANTEE shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

Section 32
Counterparts

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

Section 33
Complete Agreement

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

Section 34
Severability

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

Section 35
Order of Precedence

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

1. Federal Law
2. Exhibit 1, Federal Provisions, If applicable
3. State law
4. This AGREEMENT
5. The Consolidated Operating Guidebook

Section 36
Execution

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

Section 37
Binding Agreement

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

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

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

GRANTEE

Authorized Representative
Public Transportation Division,
WSDOT

Authorized Representative

Title

Print Name

Date

Date



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 7.J.
For Meeting of: June 16, 2026

ITEM TITLE: Resolution authorizing an Interagency Agreement with the Washington Traffic Safety Commission for Dedicated DUI Enforcement (No Budgetary Impact)

SUBMITTED BY: Ira Cavin, Police Lieutenant

SUMMARY EXPLANATION:

This resolution authorizes an agreement with the Washington Traffic Safety Commission to provide funding to the City of Yakima for dedicated DUI Enforcement. The agreement allows for up to \$87,000 in reimbursement for qualifying work.

ITEM BUDGETED: Yes

STRATEGIC PRIORITY 24-25: A Safe and Healthy Yakima

RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:

[R-2026_Approving an interlocal agmt with WA Traffic Safety Commission_Dedicated DUI Officer Grant.docx](#)

[Yakima Dedicated DUI Enforcement Proviso_SF27.pdf](#)

RESOLUTION NO. R-2026-

A RESOLUTION authorizing an agreement with Washington Traffic Safety Commission to provide funding to the City of Yakima for a dedicated officer whose primary responsibilities will be the detection and enforcement of impaired driving.

WHEREAS, the City considers public safety to be an essential obligation and one of its highest priorities; and

WHEREAS, it is well established that issues such as impaired driving contribute significantly to fatalities and injuries on public roadways; and

WHEREAS, the Yakima Police Department has seen elevated numbers of impaired drivers in recent years, and

WHEREAS, the Washington Traffic Safety Commission (WTSC) has funds available to reimburse law enforcement agencies for dedicated impaired driving issues; and

WHEREAS, the Yakima Police Department has personnel qualified to detect and take enforcement actions in conjunction with the WTSC; and

WHEREAS, the Washington Traffic Safety Commission will reimburse the City for a dedicated officer's wage (up to \$87,000.00); and

WHEREAS, the City Council has determined that it is in the best interest of the City to promote enhanced traffic safety within the City by entering into the attached and incorporated Interlocal Agreement with the Washington Traffic Safety Commission:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager is hereby authorized to execute an Interagency Agreement between the Yakima Police Department and the Washington Traffic Safety Commission to provide funding in commitment to detection and enforcement of impaired driving.

ADOPTED BY THE CITY COUNCIL this 16th day of June, 2026.

Matt Brown, Mayor

ATTEST:

Rosalinda Ibarra, CMC, City Clerk



WEMS

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

City of Yakima

2027-ST-5986-Dedicated DUI Enforcement (Proviso) - Yakima Police Department

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

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding for traffic safety grant project 2027-ST-5986-Dedicated DUI Enforcement (Proviso) - Yakima Police Department.

2. PERIOD OF PERFORMANCE

The period of performance of this Contract shall commence upon the date of execution by both Parties or July 01, 2026, whichever is later, and remain in effect until June 30, 2027, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). If the SUB-RECIPIENT is unable to fulfill the SOW in any manner on this

project, the SUB-RECIPIENT must contact the WTSC Program Manager immediately and discuss a potential amendment. All State regulations will apply.

3.1 SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

From 2019 to 2023, traffic fatalities in Washington State have increased 50% from 538 to 810. The 810 fatalities in 2023 represent a 30-year high in traffic deaths. On average, half of these fatal crashes (49%) involved an impaired driver. From 2019-2023, the number of impaired drivers involved in fatal crashes has increased 43% from 258 to 369.

In Yakima, there was a 121% increase in the fatal crash rate when comparing the two-year average in 2020-2021 to the four-year average of 2016-2019. In 2022, there were 50 combined serious injury and fatal collisions. Sixty-three percent of the fatal collisions in 2022 involved an alcohol or drug-impaired driver. From 2023-2025, there were 104 fatal crashes in Yakima County. 54% of these fatalities involved an impaired driver. When compared to a 50% rate of impaired drivers involved in fatal crashes statewide, Yakima is an outlier with regards to impaired driving-related fatal crashes.

While the City of Yakima has seen a steady decline in fatal crashes from 2023-2025, fatal crashes involving impaired drivers has increased from 3 in 2024 to 6 in 2025, highlighting the need for continued, sustained DUI enforcement in the City of Yakima.

Beyond the devastating toll of fatal crashes, injury crashes due to impaired driving also have devastating consequences on individuals, families, and communities. There were 401 suspected minor and serious injury crashes that involved an alcohol-impaired driver in Yakima County in 2024 (data is not available on the number of drug-impaired injury crashes). This number dropped 11% in 2025, but still remains high at 356 suspected minor and serious injury crashes involving alcohol in Yakima County in 2025.

3.1.2 Project Purpose and Strategies

The purpose of this project is to address an increase in serious injury and fatal collisions related to alcohol and drug impairment. This project will accomplish this by providing funding to support approximately 1040 hours of officer activities to conduct dedicated DUI enforcement during the grant period.

3.2 PROJECT GOALS

1) Conduct sustained DUI enforcement at least 5 days/nights per week to reduce impaired driving crashes by 10%, by June 30th, 2027.

3.2.1 The objectives, measures and timelines listed in Appendix A will be reviewed at least annually by the designated contacts of the SUB-RECIPIENT and WTSC, and may be updated pursuant to clause 6 of this AGREEMENT. For the purposes of this section only, the parties' DESIGNATED CONTACTS, as listed in clause 32, are authorized to execute these amendments to Appendix A.

3.3 NATURE OF IDENTIFIED OUTCOMES

The Short-Term and Intermediate Outcomes included herein are statements of intended results and are provided for planning, implementation, and evaluative reference. The parties acknowledge that such outcomes are inherently uncertain, may be influenced by conditions outside the SUB-RECIPIENT's control, and may not be fully realized or measurable within the Agreement term. The SUB-RECIPIENT shall use reasonable and good-faith efforts to implement the Project in a manner designed to advance the identified outcomes. Failure to achieve any stated outcome shall not, in and of itself, constitute a breach of this Agreement or create an obligation for repayment, provided the SUB-RECIPIENT has complied with all material requirements of the Agreement.

Short-term Outcomes:

- Increased DUI patrols will result in more suspected impaired driving traffic stops
- Increased enforcement/presence of law enforcement will increase the public's perception that if they drive impaired that they will be caught.

Intermediate Outcomes:

- Increased DUI patrols will lead to more impaired driver arrests.
- fewer people will drive impaired

3.4 COMPENSATION

3.4.1 The cost of accomplishing the work described in the SOW will not exceed \$87,000.00, for the entire period of performance, as allocated to each year of this agreement in Section 3.5 PROJECT COSTS. Unspent contract funds from each year do NOT carry over into subsequent years and each year's budget is independent of the others.

3.4.2 Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.3.3 After the first year, continuation is subject to funding availability, agreement on future objectives and measures, and satisfactory progress toward completion of agreed upon goals (as determined by WTSC), as set forth in the SOW.

3.4.4 If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in

accordance with WTSC policies, and an approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase. The total budget may not increase without an amendment to this agreement executed by both parties.

3.4.5 WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the SOW and for all travel outside of the continental United States.

3.4.6 WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel rates and policies (SAAM Chapter 10) apply. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must also be followed. Washington State Administrative & Accounting Manual (SAAM) Chapter 10 can be obtained at this website: <https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm>. If for any reason, this information is not available at this website, contact the WTSC office at 360-725-9860 to obtain a copy. If following state travel policies, the SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

3.4.7 All equipment purchased with this grant must be inventoried by the SUB-RECIPIENT. The SUB-RECIPIENT agrees to maintain the equipment, continue to use it for project purposes, and report on its status to WTSC each year when requested.

3.4.8 Equipment is defined as any asset with a useful life greater than one year AND a unit cost of \$10,000 or greater, and small and attractive assets.

Small and attractive assets are the following if they a unit cost of \$300 or more:

- Laptops and Notebook Computers
- Tablets and Smart phones

Small and attractive assets also include the following if they have a unit cost of \$1,000 or more:

- Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Rangefinders
- Cameras and Photographic Projection Equipment
- Desktop Computers (PCs)
- Television Sets, DVD Players, Blu-ray Players and Video Cameras (home type)

3.5. PROJECT COSTS

The costs for the work under the SOW to be provided by the SUB-RECIPIENT are as follows:

Year 1: \$87,000.00

APPLICABLE STATE TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit progress reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB- RECIPIENT will include copies of publications, training reports, advertising, social media posts, meeting agendas, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

5. ADVANCE PAYMENTS PROHIBITED

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

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. ALL WRITINGS CONTAINED HEREIN

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

8. SUBCONTRACTING REQUIREMENTS

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

9. ATTORNEYS' FEES

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

10. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, must be received by WTSC no later than August 10 of the same calendar year. All invoices for goods received or services performed between July 1 and September 30, must be received by WTSC no later than November 10 of the same calendar year. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

11.1 The SUB-RECIPIENT shall not use or disclose any confidential information, or information which may be classified as confidential information as defined in RCW 42.56.590, for any purpose, except with prior written consent of the WTSC, or as may be required by law. Notwithstanding any provision to the contrary, SUB-RECIPIENT's use of confidential information will be in compliance with all applicable state and federal law.

11.2 NETWORK ACCESS. During its performance of this Agreement, SUB-RECIPIENT may be granted access to WTSC's computer and telecommunication networks ("Networks"). As a condition of Network use, SUB-RECIPIENT shall: (a) use the Networks in compliance with all applicable laws, rules, and regulations; (b) use software, protocols, and procedures as directed by WTSC to access and use the Networks; (c) only access Network locations made available to SUB-RECIPIENT by WTSC; (d) not interfere with or disrupt other users of the Networks; (e) assure the transmissions over the Networks by SUB-RECIPIENT (i) do not contain any libelous, defamatory, profane, offensive, obscene, pornographic, or unlawful material, and (ii) are not used to perform any illegal activities, including but not limited to, encouraging, selling, or soliciting illegal drugs, gambling, pornography, prostitution, robbery, spreading computer worms or viruses, hacking into computer systems, or trafficking credit card codes; and (f) upon termination or expiration of the Agreement, relinquish all IP addresses or address blocks assigned to them on the Networks.

12. COST PRINCIPLES

Costs incurred under this Agreement shall be governed by the laws of the State of Washington.

13. COVENANT AGAINST CONTINGENT FEES

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

14. DISPUTES

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

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

14.3. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

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

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

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

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

16. INCOME

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

17. INDEMNIFICATION

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

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

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

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

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

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

20. LICENSING, ACCREDITATION, AND REGISTRATION

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

21. RECORDS MAINTENANCE

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

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

22. RIGHT OF INSPECTION

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

relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

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

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

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

24. SAVINGS

In the event funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

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

27. TAXES

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

28. TERMINATION FOR CAUSE

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

29. TERMINATION FOR CONVENIENCE

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

30. TREATMENT OF ASSETS

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

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

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

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

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

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

31. STATE NONDISCRIMINATION

31.1 Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

31.2 Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

31.3 Default. Notwithstanding any provision to the contrary, WTSC may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WTSC receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WTSC may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

31.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WTSC shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe WTSC for default under this provision.

32. WAIVER

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

33. DESIGNATED CONTACTS

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

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Ira Cavin ira.cavin@yakimawa.gov 509-728-6895	Anthony Bledsoe abledsoe@wtsc.wa.gov 360-725-9860 ext.

34. AUTHORITY TO SIGN

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Yakima

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date

APPENDIX A

Project Costs

Year 1

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits		\$87,000.00	0%	\$0.00	\$87,000.00
Travel		\$0.00	0%	\$0.00	\$0.00
Contract Services		\$0.00	0%	\$0.00	\$0.00
Goods and Services		\$0.00	0%	\$0.00	\$0.00
Equipment		\$0.00	0%	\$0.00	\$0.00
TOTAL		\$87,000.00		\$0.00	\$87,000.00

Note: The funding for this project comes through a proviso from the Washington State Legislature. Moreover, the allocation of grants in future years will depend on the availability of funds and the performance of sub-recipients.

Officer activities: \$165,465

This project will provide funding to support approximately 2080 hours of officer activities to conduct dedicated DUI enforcement.

These funds may only be used to pay for the hourly cost and proportional amounts of fringe benefits of the commissioned staff pursuing the activities outlined in the scope of work. The funds may not be used for any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. Any costs not listed in the budget narrative must be pre-approved by the WTSC Program Manager prior to purchase.

Important Notes:

1. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase.

2. The total annual budget may not increase without a written amendment to this agreement executed by

both parties.

3. Adjustments between budget categories within the same year can be made upon mutual agreement of the contact for WTSC and the contact for the SUB-RECIPIENT.

Objectives and Measures

Goal 1 - Conduct sustained DUI enforcement at least 5 days/nights per week to reduce impaired driving crashes by 10%, by June 30th, 2027.

Objective	Objective Details	Completion Date
Increase the number of DUI arrests by conducting dedicated DUI enforcement 5 days/nights per week.	Increased enforcement should result in an increase in DUI-related arrests during the grant period.	06/30/2027
Reduce serious and fatal injury crashes.	Increased enforcement should result in a decrease in the number of serious injury or fatal crashes during the grant period.	06/30/2027
Create and implement an enforcement plan using data to direct patrol efforts.	Use SECTOR, RMS, and WTSC Dashboards. This will be done by YPD Data Analytics Unit.	06/30/2027
Review and report individual officer activities, such as day/time of patrols, number of DUI arrests, etc.	Will be used to complete WTSC-required quarterly reports and annual final report. Monitoring and review of Officer activity will be conducted by the Lt. and Capt. (WEMS, RMS). Grant activities conducted by officers will be reported to WTSC using WEMS long-term activity logs.	06/30/2027

Measure	Reporting Frequency	Type	Target
Percentage increase in DUI arrests	Quarterly	Process	10

percentage reduction in serious injury and fatal crashes	Quarterly	Process	10
Report officer activities on a quarterly basis using long term activity logs in WEMS	Quarterly	Process	4
Number of hours of DUI patrol per month	Quarterly	Process	160



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 7.K.
For Meeting of: June 16, 2026

ITEM TITLE: Resolution authorizing an agreement with Selland Construction, Inc. for the Expanding Water and Wastewater Access to Underserved Communities Project AC2570 & SC2605 (Water and Wastewater Capital, USBOR Grant)

SUBMITTED BY: Scott Schafer, Public Works Director
Mike Price, Wastewater/Stormwater Division Manager
*Daniel Tiliano, Water/Irrigation Division Manager

SUMMARY EXPLANATION:

Project AC2570 and SC2605 is located in the northeast area of the City of Yakima (City) near N. 4th St. and E. R St., and in the southcentral area of the City near S. 10th Ave. and Woodland Ave. This project provides the installation of public water and sewer main, including domestic water services and sanitary sewer laterals, to properties that currently do not have access to these services. The project also includes costs associated with providing the service connections to existing homes that wish to be connected.

Sealed bids were received from five (5) contractors and publicly opened on Thursday, May 7, 2026, at 2:00 PM, with a total responsive low bid of **\$1,551,293.20** being offered by **Selland Construction, Inc.** of Wenatchee, WA. The engineer's estimate for the project was **\$1,950,692.55**.

In addition to both Water and Wastewater capital funding, a grant to fund the construction of the water and wastewater systems was awarded by the United States Bureau of Reclamation as part of their WaterSMART Drought Response Program: Drought Resiliency Projects for Fiscal Year 2024 program in the amount of \$4,949,298.00. The grant was approved by City Council on January 7, 2025.

ITEM BUDGETED: Yes

STRATEGIC PRIORITY 24-25: A Resilient Yakima

RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:

[Selland Construction, Inc. June2026.docx](#)

[2026-06-11 - 22133 - AC-2570_SC-2560 - Contractor Executed Contracts.pdf](#)

RESOLUTION NO. R-2026-

A RESOLUTION authorizing an Agreement with Selland Construction, Inc. for the construction of the Expanding Water and Wastewater Access to Unserved Communities Project AC2570 & SC2605.

WHEREAS, the City of Yakima (City) owns, operates and maintains the domestic water treatment, storage, and distribution supply systems in accordance with applicable Federal, State and Local regulations; and

WHEREAS, the City owns, operates and maintains the wastewater collections and treatment systems in accordance with applicable Federal, State and Local regulations; and

WHEREAS, the City, along with their consultant HLA Engineering and Land Surveying, Inc. have designed domestic water and wastewater systems to provide service to existing residents who are not currently served with said systems; and

WHEREAS, the City used the procedure established by the State of Washington for competitively bidding projects; and

WHEREAS, Selland Construction, Inc. submitted the lowest responsive, responsible total bid and has the ability to perform the contract specified work; and

WHEREAS, the project is currently funded by City Water and Wastewater Capital funds and United States Bureau of Reclamation grant funds; and

WHEREAS, the City Council finds that it is in the best interest of the City of Yakima and its residents to enter into a contract with Selland Construction, Inc. to perform the work detailed in the contract documents for Expanding Water and Wastewater Access to Unserved Communities Project AC2570 & SC2605; now, therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager is hereby authorized to execute the attached contract with Selland Construction, Inc. in the amount of One Million Five Hundred Fifty-One Thousand Two Hundred and Ninety-Three and Twenty Cents (\$1,551,293.20) for the Expanding Water and Wastewater Access to Unserved Communities Project AC2570 & SC2605.

ADOPTED BY THE CITY COUNCIL this 16th day of June 2026.

Matt Brown, Mayor

ATTEST:

Rosalinda Ibarra, City Clerk

CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this _____ day of June, 2026, by and between the City of Yakima, hereinafter called the Contracting Agency, and Selland Construction, Inc., a Washington Corporation, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, labor and equipment for THE BID AMOUNT OF: \$ \$1,551,293.20, for Expanding Water and Wastewater Access to Underserved Communities - Phase 2, City of Yakima Project No. AC-2570/SC-2605, all in accordance with, and as described in the attached specifications and the 2026 Standard Specifications for Road, Bridge, and Municipal Construction which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

Contract time shall begin on the first working day following the Notice to Proceed Date and shall be completed in eighty (80) working days. If work has not commenced within the ten (10) days after the notice to proceed, the first chargeable working day shall be the eleventh (11th) working day after the date on which the City issues the Notice to Proceed.

If said work is not completed within the time specified, the Contractor agrees to pay to the Contracting Agency the sum specified in the Standard Specifications for each and every day said work remains uncompleted after expiration of the specified time, as liquidated damages.

The Contractor shall provide and bear the expense of all equipment; work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City of Yakima.

II. The City of Yakima hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

III. RCW 35.22.650: Contractor agrees that the Contractor shall actively solicit the employment of minority group members. Contractor further agrees that the Contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the Contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the bid.

Nothing in this Agreement, including, without limitation, the provisions of Section 16, shall require Contractor or any of its subcontractor(s) to take action that would be deemed discrimination or preferential treatment in violation of RCW 49.60.400. Pursuant to RCW 49.60.400(6), this Section does not prohibit action that must be taken to establish or maintain the City of Yakima's eligibility for any federal program, if ineligibility would result in a loss of federal funds to the City of Yakima.

IV. The Contractor for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

V. It is further provided that no liability shall attach to the City of Yakima by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first herein above written.

Countersigned: **CITY OF YAKIMA**

CONTRACTOR

this _____ day of _____, 2026.

Selland Construction, Inc., a WA Corporation
Construction Company

City Manager Signature

By: *Mike Kummer*
Contractor Signature

(Printed Name)

Mike Kummer
(Printed Name)

Attest:

City Clerk

Its: *GENERAL MANAGER*
(President, Owner, etc.)

Address: P.O. Box 119

Wenatchee, WA 98807

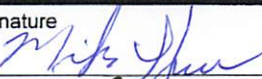




Authorized Signatures

List the name and title of those individuals in your organization who are authorized to execute proposals, contracts, bonds and other documents and/or instruments on behalf of the organization. Specify if more than one signature is required.

NOTE: Signature must appear next to name

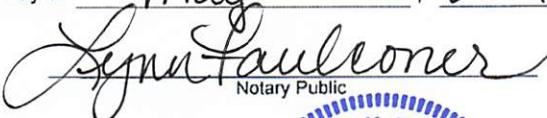
Name (Typed) MIKE KUMMER	Signature 	Title G.M.
Name (Typed) EDWIN O HEWITT JR	Signature 	Title SEC-TREAS
Name (Typed) JAMES FLOWERS	Signature 	Title MANAGER
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
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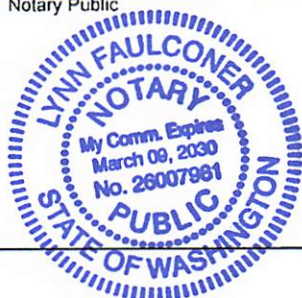
The undersigned, being duly sworn, deposes and says that the foregoing is a true statement of facts concerning the individual, corporation, co-partnership or joint venture herein named, as of the date indicated:

Name of Firm - Be Exact

SELLAND CONSTRUCTION, INC.

Sworn to before me this 29th
day of May, 2026


Notary Public




Authorized Signature(s)

CERTIFICATIONS

CITY OF YAKIMA
EXPANDING WATER AND WASTEWATER ACCESS TO UNDERSERVED COMMUNITIES - PHASE 2
BOR PROJECT NO. R24AP00579
CITY OF YAKIMA PROJECT NO. AC-2570/SC-2605
HLA PROJECT NO. 22133

Provide the following:

James Flowers

Name of Traffic Control Manager (TCM)
(Must be an employee of the Contractor)

Phone: 509-881-0339

Email: jamesf@sellandconstruction.com

Dan Carter

Name of Certified Traffic Control Supervisor (TCS)
(Provide copy of certificate)

Phone: 509-834-1060

Email: danc@sellandconstruction.com

Levi Shinnars

Name of Mandatory Alternate Certified Traffic Control Supervisor (TCS)
(Provide copy of certificate)

Phone: 360-349-9619

Email: levis@sellandconstruction.com

Baer Testing

Name of Certified Testing Laboratory for Material Testing

Phone: 509-469-3068

Email: general@baertesting.com

CONTRACT BOND

Bond No. 108468352

CITY OF YAKIMA
EXPANDING WATER AND WASTEWATER ACCESS TO UNDERSERVED COMMUNITIES - PHASE 2
BOR PROJECT NO. R24AP00579
CITY OF YAKIMA PROJECT NO. AC-2570/SC-2605
HLA PROJECT NO. 22133

BOND TO CITY OF YAKIMA

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, Selland Construction, Inc.
as principal, and Travelers Casualty and Surety Company of America

a corporation organized and existing under the laws of the State of Connecticut, as a
Surety corporation, and qualified under the laws of the State of Washington to become Surety upon
bonds of contractors with municipal corporations, as Surety, are jointly and severally held and firmly
bound to the City of Yakima in the penal sum of \$ \$1,551,293.20 for the payment of which sum
we bind ourselves and our successors, heirs, administrators, or personal representatives, as the case
may be.

This obligation is entered into in pursuance of the statutes of the State of Washington and the Ordinances
of the City of Yakima.

Dated at Wenatchee, Washington, this _____ day of June, 2026.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to action of the City of Yakima, on June, 2026,
the City Manager of said City of Yakima, has let or is about to let to the said
Selland Construction, Inc., the above bounden Principal, a certain
Contract, the said Contract being numbered BOR Project No. R24AP00579, City of Yakima Project No.
AC-2570/SC-2605, HLA Project No. 22133, and providing for the construction of EXPANDING WATER
AND WASTEWATER ACCESS TO UNDERSERVED COMMUNITIES - PHASE 2 which Contract is
referred to herein and is made a part hereof as though attached hereto, and

WHEREAS, the said Principal has accepted, or is about to accept, the said Contract, and undertake to
perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said Selland Construction, Inc.
shall faithfully perform all the provisions of said Contract in the manner and within the time therein set
forth, or within such extensions of time as may be granted under said Contract, and shall pay all laborers,
mechanics, subcontractors and material men and all industrial insurance premiums, and all persons who
shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work,
and shall indemnify and hold the City of Yakima harmless from any damage or expense by reason of
failure of performance as specified in said Contract or from defects appearing or developing in the
material or workmanship provided or performed under said Contract within a period of one year after its
acceptance thereof by the City of Yakima, then and in that event this obligation shall be void; but
otherwise it shall be and remain in full force and effect.

CITY OF YAKIMA
EXPANDING WATER AND WASTEWATER ACCESS TO UNDERSERVED COMMUNITIES - PHASE 2
BOR PROJECT NO. R24AP00579
CITY OF YAKIMA PROJECT NO. AC-2570/SC-2605
HLA PROJECT NO. 22133

SURETY: Travelers Casualty and Surety
Company of America

By: *Theresa A. Lamb*
(Attorney-in-fact)

Name: Theresa A. Lamb
(Please Print or Type)

Agent: HUB International NW, LLC

Address: P. O. Box 3018
Bothell, WA 98041-3018

Surety Representative Name:

Theresa A. Lamb

Surety Representative Phone:

(425) 489-4503

Surety Representative Email:

theresa.lamb@hubinternational.com

Approved as to Form:

City Attorney

CONTRACTOR:

Selland Construction, Inc.
CONTRACTOR NAME

By: *Mike Kummer*
AUTHORIZED OFFICIAL'S SIGNATURE

Name: *Mike Kummer*
(Please Print or Type)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Heather L Allen, Dana Brown, Natalie C Chau, Emma C Doleshel, Jim W Doyle, Chad M Epple, Adam Howard, Grant E Ingalls, Jim S Kuich, Theresa A Lamb, Maxwell Martin, Michael A Murphy, Andy D Prill, S M Scott, Steve Wagner, of Bothell, WA.,** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



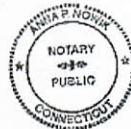
State of Connecticut

City of Hartford ss.

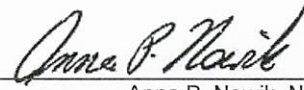
On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



By: 
Bryce Grissom, Senior Vice President


Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

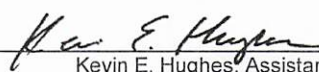
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____,




Kevin E. Hughes, Assistant Secretary



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 7.L.
For Meeting of: June 16, 2026

ITEM TITLE: Resolution accepting Change Order #2 with Ascent Foundation and More, LLC for the Expanding Water and Wastewater Access to Underserved Communities. Project 2570/2605

SUBMITTED BY: Scott Schafer - Public Works Director
Mike Price - Wastewater Manager
*Daniel Tiliano - Water/Irrigation Manager

SUMMARY EXPLANATION:

Accepting changer order #2 will allow work from the contractor to be completed as follows: excavation beyond original limits, place quarry spalls to establish stable subgrade foundation, and reconcile quantity increases and decreases to represent revied contract amount

ITEM BUDGETED: Yes

STRATEGIC PRIORITY 24-25: A Resilient Yakima

RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:
[R-2026-XXX Ascent CO2.docx](#)
[1855_001.pdf](#)

RESOLUTION NO. R-2026-

A RESOLUTION accepting Change Order No. 2 to City Contract 2025-074 with Ascent Foundation & More LLC for Project AC2750/SC2605 Expanding Water and Wastewater Access to Underserved Communities.

WHEREAS, City Yakima (City) selected Ascent Foundation & More LLC as the contractor for Expanding Water and Wastewater Access to Underserved Communities Project AC2750/SC2605 as approved through Resolution 2025-078; and

WHEREAS, additional work was required of Ascent Foundation & More LLC which included over-excavation beyond original limits, place quarry spalls to establish stable subgrade foundation, and reconcile quantity increases and decreases to represent revised contract amount; and

WHEREAS, the total cost of Change Order No. 2 is \$403,944.38 with an increase of fifteen and a half working days to the contract term; and

WHEREAS, City water and wastewater capital funds will be used to pay for the change; and

WHEREAS, the City finds that it is in the best interest of the City of Yakima and its residents to approve the City Manager's execution of Change Order No. 2; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager is hereby authorized to execute the attached Change Order No. 2 with Ascent Foundation & More LLC for additional work associated with Project AC2570/SC2605 Expanding Water and Wastewater Access to Underserved Communities in the amount of four hundred and three thousand nine hundred and forty-four and thirty-eight cents (\$403,944.38) with an increase of fifteen and one half (15.5) working days. A true and correct copy of the Change Order is attached hereto and fully incorporated herein.

ADOPTED BY THE CITY COUNCIL this 16th day of June 2026.

Matt Brown, Mayor

ATTEST:

Rosalinda Ibarra, City Clerk



City of Yakima

Change Order

Project Name: Expanding Water and WW Access to Underserved Communities
 Project Number: City: AC-2570/SC-2605 - HLA: 22133
 Contractor: Ascent Foundation and More, LLC
 Address: 106 N. Peoh Ave., Suite C
 City, State, Zip: Cle Elum, WA 98922

Change Order Number: 02
 Change Order Date: April 29, 2026
 Contract Number: AC-2570/SC-2605
 Contract Date: May 7, 2025

Change Order work, materials, and measurements shall be in accordance with provisions of the WSDOT Standard Specifications, Special Provisions, and City of Yakima Standard Plans. The contract is revised as follows:

Description of Work: Over-excavation beyond original limits, place quarry spalls to establish stable subgrade foundation, import and place crushed surfacing base course in trench section limits. Reconcile quantity increases and decreases to represent revised Contract amount.

Verbal Approval Date: March 9, 2026

Construction Requirements: Work associated with this Change Order was performed as outlined by the Contract specifications, incorporated City of Yakima Standards, and WSDOT Standard Specifications.

Measurement and Payment: Work associated with Change Order 2 was tracked utilizing the Force Account provisions of the Contract and Unit Price Bid Items. See attached Exhibit for Change Order breakdown.

Change Order Total: \$403,944.38

Not valid until signed by both the Approving Authority and Contractor.
 Signature of the Contractor indicated agreement herewith, including any adjustment on the Contract Sum or Contract Time.

The original Contract Sum was	\$	2,206,003.41
Net change by previous Change Orders	\$	224,665.31
The Contract Sum prior to this Change Order	\$	2,430,668.72
The Contract Sum will be: ☒ Increased ☐ Decreased ☐ Unchanged by this Change Order	\$	403,944.38
The New Contract Sum including this Change Order will be	\$	2,834,613.10
The Contract Time will be: ☒ Increased ☐ Decreased ☐ Unchanged by 15.5	working days	
The New Contract Time will be 193.5	working days	

Contractor
 By [Signature]
 Title General Manager
 Date 5/12/2026

Approval Recommended
 Project Engineer
 By [Signature]
 Date 2026.05.14 14:16:24-07'00'

City of Yakima - Division Manager
 By [Signature]
 Date 2026.06.05 08:00:30 -07'00'

Approval Recommended
 City of Yakima - Division Director
 By [Signature]
 Date 6/5/26

Approved
 Victoria Baker, City Manager
 By _____
 Date _____



CHANGE ORDER NO. 2



DATE: April 29, 2026

CONTRACTING AGENCY: City of Yakima

PROJECT NAME: Expanding Water and Wastewater Access to Underserved Communities

CITY PROJECT NO.: AC-2570/SC-2605

BOR PROJECT NO.: R24P00579

HLA PROJECT NO.: 22133

CONTRACTOR: Ascent Foundation and More, LLC.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including Applicable Sales Tax):	\$	2,206,003.41
Current Contract Price Adjusted by Previous Change Order(s) Including Applicable Sales Tax:	\$	2,430,668.72
Change in Contract Price Due to this Change Order (Including Applicable Sales Tax):	\$	403,944.38
Adjusted Contract Price Including this Change Order (Including Applicable Sales Tax):	\$	2,834,613.10

Original Contract Working Days:				160	
Current Contract Working Days Adjusted by Non-Working Days and/or Previous Change Order(s):				178	
Change in Contract Working Days due to this Change Order:				15.50	
Revised Contract Working Days:				193.50	
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CHANGE AMOUNT
SCHEDULE A - WASTEWATER SYSTEM IMPROVEMENTS					
1	Minor Change	FA	Est	\$ 28,163.47	\$ 28,163.47
6	Crushed Surfacing Base Course	TON	22.6	\$ 38.00	\$ 858.80
7	Crushed Surfacing Top Course	TON	-4.4	\$ 45.00	\$ (198.00)
8	HMA Cl. 1/2-Inch PG 64H-28	TON	128.73	\$ 133.00	\$ 17,121.09
10	Shoring or Extra Excavation	LF	896	\$ 2.00	\$ 1,792.00



CHANGE ORDER NO. 2



DATE: April 29, 2026

CONTRACTING AGENCY: City of Yakima

PROJECT NAME: Expanding Water and Wastewater Access to Underserved Communities

CITY PROJECT NO.: AC-2570/SC-2605

BOR PROJECT NO.: R24P00579

HLA PROJECT NO.: 22133

CONTRACTOR: Ascent Foundation and More, LLC.

11	Select Backfill, as Directed	CY	368	\$ 50.00	\$ 18,400.00
12	PVC Sanitary Sewer Pipe 8 In. Diam.	LF	-11	\$ 86.00	\$ (946.00)
13	PVC Sanitary Sewer Pipe 4 In. Diam.	LF	334	\$ 55.00	\$ 18,370.00
14	C900 PVC Sanitary Sewer Pipe 8 In. Diam.	LF	330	\$ 37.00	\$ 12,210.00
15	Sewer Cleanout	EA	8	\$ 350.00	\$ 2,800.00
17	Controlled Density Fill	CY	-199.67	\$ 197.00	\$ (39,334.99)
54	Equitable Adjustment	LS	---	---	\$ 28,289.04
56	Haul and Place Quarry Spalls in Unsuitable Areas	FA	Est.	\$ 135,594.09	\$ 135,594.09
59	Additional Project Temporary Traffic Control	DAY	18	\$ 60.00	\$ 1,080.00
CHANGE ORDER 2 SCH. A SUBTOTAL					\$ 224,199.50
CHANGE ORDER 2 SCH. A SALES TAX - 8.5%					\$ 19,056.96
CHANGE ORDER 2 SCH. A TOTAL					\$ 243,256.46
SCHEDULE B - WATER SYSTEM IMPROVEMENTS					
18	Minor Change	FA	Est.	\$ (14,712.03)	\$ (14,712.03)
23	Crushed Surfacing Base Course	TON	234.5	\$ 48.00	\$ 11,256.00
24	Crushed Surfacing Top Course	TON	-15	\$ 80.00	\$ (1,200.00)
25	HMA Cl. 1/2-Inch PG 64H-28	TON	65.3	\$ 155.00	\$ 10,121.50
26	Shoring or Extra Excavation	LF	-65	\$ 1.50	\$ (97.50)



CHANGE ORDER NO. 2



DATE: April 29, 2026

CONTRACTING AGENCY: City of Yakima

PROJECT NAME: Expanding Water and Wastewater Access to Underserved Communities

CITY PROJECT NO.: AC-2570/SC-2605

BOR PROJECT NO.: R24P00579

HLA PROJECT NO.: 22133

CONTRACTOR: Ascent Foundation and More, LLC.

27	Select Backfill, as Directed	CY	-223	\$ 64.00	\$ (14,272.00)
28	D.I. Pipe for Water Main 8 In. Diam.	LF	-41	\$ 94.00	\$ (3,854.00)
29	D.I. Pipe for Water Main 6 In. Diam.	LF	2	\$ 150.00	\$ 300.00
34	Service Stub 3/4 In. Diam.	EA	8	\$ 1,200.00	\$ 9,600.00
55	Equitable Adjustment	LS	---	---	\$ 11,001.30
57	Haul and Place Quarry Spalls in Unsuitable Areas	FA	Est.	\$ 27,777.94	\$ 27,777.94
60	Additional Project Temporary Traffic Control	DAY	10	\$ 60.00	\$ 600.00
CHANGE ORDER 2 SCH. B SUBTOTAL					\$ 36,521.21
CHANGE ORDER 2 SCH. B SALES TAX - 8.5%					\$ 3,104.30
CHANGE ORDER 2 SCH. B TOTAL					\$ 39,625.51
SCHEDULE C - ROADWAY IMPROVEMENTS					
36	Minor Change	FA	Est.	\$ (9,009.42)	\$ (9,009.42)
40	Unclassified Excavation, Inc. Haul	CY	2,061.40	\$ 46.00	\$ 94,824.40
41	Crushed Surfacing Base Course	TON	201.2	\$ 39.00	\$ 7,846.80
42	Crushed Surfacing Top Course	TON	28.2	\$ 41.00	\$ 1,156.20
43	HMA Cl. 1/2-Inch PG 64H-28	TON	-15.44	\$ 128.00	\$ (1,976.12)
44	Adjust Manhole	EA	-2	\$ 1,200.00	\$ (2,400.00)
45	Adjust Valve Box	EA	-5	\$ 600.00	\$ (3,000.00)



CHANGE ORDER NO. 2



DATE: April 29, 2026

CONTRACTING AGENCY: City of Yakima

PROJECT NAME: Expanding Water and Wastewater Access to Underserved Communities

CITY PROJECT NO.: AC-2570/SC-2605

BOR PROJECT NO.: R24P00579

HLA PROJECT NO.: 22133

CONTRACTOR: Ascent Foundation and More, LLC.

47	Cement Conc. Sidewalk 6-Inch Thick	SY	-11.28	\$ 200.00	\$ (2,256.00)
48	Adjust Monument Case and Cover	EA	-1	\$ 800.00	\$ (800.00)
58	Haul and Place Quarry Spalls in Unsuitable Areas	FA	Est.	\$ 28,346.54	\$ 28,346.54
61	Additional Project Temporary Traffic Control	DAY	5.5	\$ 60.00	\$ 330.00
CHANGE ORDER 2 SCH. C TOTAL					\$ 113,062.40
SCHEDULE D - APPRENTICESHIP UTILIZATION					
52	Apprenticeship Penalty	CALC	---	---	\$ 8,000.00
CHANGE ORDER 2 SCH. D TOTAL					\$ 8,000.00
CHANGE ORDER 2, SCH. A, B, C AND D TOTAL					\$ 403,944.38



CHANGE ORDER NO. 2



DATE: April 29, 2026

CONTRACTING AGENCY: City of Yakima

PROJECT NAME: Expanding Water and Wastewater Access to Underserved Communities

CITY PROJECT NO.: AC-2570/SC-2605

BOR PROJECT NO.: R24P00579

HLA PROJECT NO.: 22133

CONTRACTOR: Ascent Foundation and More, LLC.

Change Order 2 is being executed to compensate the Contractor for additional efforts encountered during construction related to unsuitable native material. Due to the presence of unsuitable material encountered both above and below the pipe zone for the new sewer and water installations, additional measures were required to complete the work in accordance with the project specifications and industry standards. The native soils within this area did not provide adequate support or stability for proper pipe installation and road restoration, necessitating corrective actions to achieve a suitable foundation and ensure the long-term performance and integrity of the utility. These conditions required over-excavation beyond the original limits, extending to a depth of approximately three (3) feet below the contract pipe zone limits.

Following over-excavation, quarry spalls were placed to establish a stable subgrade foundation. Subsequently, all excavated material deemed unsuitable was removed from the contract trench section limits and replaced with imported crushed surfacing base course. This material was placed and compacted in accordance with project requirements to provide uniform support throughout the trench backfill.

These measures were necessary to mitigate the impacts of the unsuitable subsurface conditions and to ensure that the installed pipelines meet the required structural and performance criteria outlined in the contract documents.

Additional efforts related to the unforeseen site conditions resulted in additional Contract time and Project Temporary Traffic Control to complete the work. The Contractor is being granted additional Project Temporary Traffic Control for the eighteen (18) Contract days added in Change Order 01 and fifteen and a half (15.5) Contract days added in Change Order 02. Additional Project Temporary Traffic Control payment is being added to each applicable schedule based on Work performed.

Change Order 2 also reconciles Contract under and overruns for existing bid items to represent actual project costs for work completed.



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 7.M.
For Meeting of: June 16, 2026

ITEM TITLE: Resolution approving agreements with Flock Safety for annual subscription renewal for the Yakima Police Department (General Fund, budgeted)

SUBMITTED BY: *Shawn Boyle, Police Chief

SUMMARY EXPLANATION:

Resolution approving the renewal of an ongoing contract with Flock Safety. This renewal is combining individual agreements into one contract under single term. The item is general fund and is budgeted at \$249,777. The ALPR system will be used in accordance with Washington State Law.

ITEM BUDGETED: Yes

STRATEGIC PRIORITY 24-25: A Safe and Healthy Yakima

RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:

[2026 Flock Safety_Resolution.docx](#)

[WA - Yakima PD - Law Enforcement Agreement - \(7\).pdf](#)

RESOLUTION NO. R-2026-

A RESOLUTION authorizing agreements with Flock Safety for annual subscription renewal for the Yakima Police Department. (General Fund)

WHEREAS, the City of Yakima entered into an Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners, via approved resolution R-2021-021; and

WHEREAS, Flock Safety participated in the competitive bid process in response to RFP #25-02 by submitting a proposal, which was awarded through OMNIA Partners to Flock Safety under contract #R250203; and,

WHEREAS, the City of Yakima purchased off the OMNIA Partners contract which facilitated the procurement of Flock Safety Platform Hardware and Software Products. These products specifically include license plate recognition cameras with vehicle fingerprint technology and an integrated public safety platform software system (cloud-based software platform); and

WHEREAS, under the current agreements, approved via resolution R-2025-121, the City transitioned vendors for these services from Insight Public Sector to Flock Partners and Flock Safety delivers these products pursuant to the OMNIA Partners contract; and

WHEREAS, the City of Yakima desires to consolidate the terms and conditions from previous agreements under one contract. The attached agreement covers products and services the City already receives under singular terms and annual fee already budgeted, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager is hereby authorized to execute this renewal agreement with Flock Safety, attached hereto and incorporated herein by this reference. The combined value of contract renewal is \$249,777.00.

ADOPTED BY THE CITY COUNCIL this 16th day of June, 2026.

Matt Brown, Mayor

ATTEST:

Rosalinda Ibarra, CMC, City Clerk

Flock Safety + WA - Yakima PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Gaby Mahoney
gaby.mahoney@flocksafety.com
+16505158062

Quote Number: Q-209869
Expiration Date: 07/10/2026



ORDER FORM

Customer: WA - Yakima PD
Legal Entity Name: WA - Yakima PD
Accounts Payable Email: shawn.boyle@yakimawa.gov
Address: 2701 E Insight Way Chandler, Arizona 85286

Initial Term: 12 Months
Renewal Term: 12 Months
Payment Terms: Net 30
Billing Frequency: Annual
Retention Period: 21 Days

Hardware and Software Products

Recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$249,777.00
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	87	Included

Subtotal Year 1: \$249,777.00
Annual Recurring Subtotal: \$249,777.00
Estimated Tax: \$21,231.05
Contract Total: \$249,777.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

- OMNIA Contract #R250203

The Term of this contract shall be from 05/01/2026 - 04/30/2027.

This Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference. Upon execution of this Agreement, all previously executed agreements pertaining to the Services provided shall run coterminous with the Term of this Agreement. In the event of any overlap in subscription terms and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on execution of a new contract.

If Customer is located in any of the state(s) listed at <https://www.flocksafety.com/legal/state-required-provisions>, the applicable state-required terms set forth therein are incorporated into the Agreement.

Additional Flock Devices During Term of Agreement

Flock Safety LPR Products	Unit Price
Flock Safety LPR, fka Falcon	\$2,871.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$249,777.00
Annual Recurring after Year 1	\$249,777.00
Contract Total	\$249,777.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.

FlockOS Features & Description

FlockOS Features	Description
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint [™] technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Unlimited Custom Hot Lists	Create a list of vehicles of interest and receive real-time alerts when they're detected by your Flock LPR cameras.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: WA - Yakima PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 7.N.
For Meeting of: June 16, 2026

ITEM TITLE: Ordinance amending the 2026 Budget for the City of Yakima; and making appropriations from unappropriated fund balances in various funds for expenditures during 2026 (Second Reading)

SUBMITTED BY: *Craig Warner, Director of Finance and Budget

SUMMARY EXPLANATION:

During the 2025–2026 Biennial Budget adoption process, certain projects, expenditures, and encumbrances were not known or could not reasonably have been anticipated. The attached ordinance appropriates available unappropriated fund balances to address these needs.

The proposed amendments include recognizing new revenues and related expenditures, appropriating available fund balance for necessary expenses, rolling forward or correcting budget items, and making housekeeping adjustments between funds. Major items include grant funding for the Comprehensive Plan Periodic Update, a BNSF donation for indoor UAS devices, increased costs for natural gas, indigent defense, information technology equipment, leave liability cash-outs, labor relations professional services, snow removal contingency, and previously approved Council actions related to the Washington Fruit Center and Station 92.

ITEM BUDGETED: No

STRATEGIC PRIORITY 24-25: A Resilient Yakima

RECOMMENDATION: Pass Ordinance.

ATTACHMENTS:

[Ordinance_amend 2026 budget_Q2](#)
[MEMO- 2026 2nd Quarter Budget Amendment JT 6.4.26.pdf](#)
[JP- 2026 2nd QTR Budget Amendment.pdf](#)
[2026 Revised Budget By Fund 2nd Quarter.pdf](#)

ORDINANCE NO. 2026-

AN ORDINANCE amending the 2026 Budget for the City of Yakima; and making appropriations from Unappropriated Fund Balances within various funds for expenditure during 2026 for various purposes as described in the attached Schedule I.

WHEREAS, the various funds indicated on the attached Schedule I contain Unappropriated Fund Balances available for appropriation and expenditures during 2026 in various amounts and for the purposes mentioned in the attached Schedule; and

WHEREAS, at the time of the adoption of the 2025-2026 budget it could not reasonably have been foreseen that the appropriation provided for by this ordinance would be required; and the City Council declares that an emergency exists of the type contemplated by RCW 35.33.091 and that it is in the best interests of the City to make the appropriation herein provided; now, therefore,

BE IT ORDAINED BY THE CITY OF YAKIMA:

Section 1. Appropriations are hereby made, for expenditure during 2026, from Unappropriated Fund Balances in the various funds to the various accounts and in the various amounts, and for the various specific purposes, all as specified in the Schedule I attached hereto and incorporated herein.

Section 2. This ordinance is one making an appropriation and shall take effect immediately upon its passage, approval and publication as provided by law and by the City Charter.

PASSED BY THE CITY COUNCIL, signed and approved this 16th day of June, 2026.

ATTEST:

Matt Brown, Mayor

Rosalinda Ibarra, CMC, City Clerk

First Reading: June 2, 2026

Publication Date: June 20, 2026

Effective Date: June 20, 2026



TO: Mayor and City Council

THRU: Vicki Baker

FROM: Craig Warner, Finance Director
Jen Paxton, Financial Services Officer

DATE: June 4, 2026

RE: 2026 Budget Ordinance

This budget ordinance affects course corrections based on new information for the 2026 Budget year that was not known at the time of budget adoption. Budget amendments come before City Council; normally on a quarterly basis, to be transparent and accountable.

This budget amendment is a recurring budget process step; staff accumulate information as it occurs and bring the adjustments to the council. It is typically for one of four reasons:

- 1) New additional revenue makes it possible to approve additional related expenses,
- 2) Prior-year budgeted obligations need to be rolled forward to match disbursement in the current year, if not yet disbursed by Feb. 28th (60 days),
- 3) Accumulated fund balances can be appropriated, and
- 4) Corrections or changes between funds.

Staff requests approval of adjustments and corrections to the 2026 budget that are now known that were not known at the time of adoption, per the attached detail, described in more detail as follows. Item numbers listed match red Ref #'s on attached spreadsheet:

New Revenue:

- 1). General Fund 001, Department of Commerce Grant for the Comprehensive Plan Periodic Update. This adjustment increases both revenue and expense in equal and offsetting amounts. \$104,124.
- 2). General Fund 001, BNSF donation for the purchase of indoor UAS Devices (Drones). This adjustment increases both revenue and expense in equal and offsetting amounts. \$5,000.

From Fund Balance:

The adjustments and corrections to the 2026 budget that were not known at the time of adoption:

- 3). Increase expenditures in General Fund 001 for increased costs in natural gas for City Hall.
\$50,000
- 4). Increase expenditures in General Fund 001 for increase costs in Indigent Defense. \$250,000.



- 5). Increase expenditures in ARPA Fund 180 for transferring interest to General Fund 001. \$67,700.
- 6). Increase expenditures in General Fund 001 for Information Technology for new firewall and server omitted from the 2026 Budget. \$295,000.
- 7). Increase expenditure in General Fund 001 for leave liability (Cash Outs) \$400,000.
- 8). Increase expenditures in General Fund 001 for increase in professional service for labor relations for Human Resource. \$100,000.
- 9). Increase expenditures in Streets Operating Fund 141 for snow removal/contingency. This is a transfer from General Fund 001 \$250,000

Housekeeping:

- 10) House Keeping: Move LTAC direct costs from Convention Center Operating Budget Fund 170 to Fund 184 Lodging tax. \$646,500
- 11) House Keeping: Council approved \$150,000 for Washington Fruit Center to keep open until 12/31/2026.
- 12) House Keeping: Council approved a 3% Utility tax increase to keep Station 92 open. This will commence on June 1st. \$1,050,000
- 13) House Keeping: Council approved \$150,000 transferred from General Fund to keep Lions Pool open in 2026. In addition, there were also donations of \$150,000 to keep Lions Pool open in 2026.
- 14) House Keeping: Council approved \$141,920 transferred from General Fund 001 to keep Parks bathrooms open in 2026.

Staff expect further 2026 course-correction budget adjustments later in the year, as new information becomes available.

SCHEDULE I

From Fund				Debit		To Fund			Credit	#	Description	
Fund	Account #	Name	\$	Fund	Account	Name	\$		Ref			
General Fund	001	2164100	Professional Service	\$	104,124.00	001	8953457	Department of Commerce	\$	104,124.00	1	DOC grant for the Comprehensive Plan Periodic Update
General Fund	001	3133500	Small Tools & Minor Equipment	\$	5,000.00	001	8956703	YPD Community Svcs Donations	\$	5,000.00	2	BNSF donation for the purchase of indoor UAS devices (Drones)
				\$	109,124.00				\$	109,124.00		
Increase Budget Expenditures from Reserves												
General Fund	001	2244702	Cascade Natural Gas	\$	50,000.00	001		Reserves	\$	50,000.00	3	Increased costs in Cascade Natural Gas for City Hall
General Fund	001	1094100	Professional Service	\$	250,000.00	001		Reserves	\$	250,000.00	4	Increased costs in Indigent Defense
ARPA	180	6090055	Transfer Out	\$	67,700.00	001	8950050	Transfer In	\$	67,700.00	5	in 2026 ARPA Fund 180 will be completed. Transferring Interest to General Fund
General Fund	001	3514800	R & M/Contractors	\$	295,000.00	001		Reserves	\$	295,000.00	6	Information Technology Firewall and Server omitted from the 2026 Budget
General Fund	001	6121410	Employee Year-End Cashouts	\$	400,000.00	001		Reserves	\$	400,000.00	7	Added \$400,000 for leave liability (Cash Outs)
General Fund	001	1624991	Contingency	\$	100,000.00	001		Reserves	\$	100,000.00	8	Increase professional service for Consultant for labor relations
Streets Operating	141	4124991	Contingency	\$	250,000.00	141		Reserves	\$	250,000.00	9	Snow Removal/Contingency
General Fund	001	6010055	Transfer Out	\$	250,000.00	141	8950050	Transfer In	\$	250,000.00		Transfer \$250,000 from General Fund 10 Fund 141 Streets Operating Fund
				\$	1,662,700.00				\$	1,662,700.00		

SCHEDULE I

From Fund			Debit	To Fund			Credit	#	Description
Fund	Account #	Name	\$	Fund	Account	Name	\$	Ref	
House Keeping									
Convention Center Operating	184 2744100	Professional Service	\$ 210,171.00	170 2754100	Professional Service	\$ 210,171.00		10	Move LTAC direct costs from Convention Center Operating Budget Fund 170 to Fund 184 Lodging Tax
Convention Center Operating	184 2744112	Sports Commission	\$ 95,500.00	170 2754112	Sports Commission	\$ 95,500.00			
Convention Center Operating	184 2744120	Consultant Services	\$ 60,000.00	170 2754120	Consultant Services	\$ 60,000.00			
Convention Center Operating	184 2744142	Promotion State Park	\$ 220,829.00	170 2754142	Promotion State Park	\$ 220,829.00			
Convention Center Operating	184 2744110	Professional Services	\$ 60,000.00	170 2784110	Professional Services	\$ 60,000.00			
Convention Center Operating	170 8950050	Transfer In	\$ 646,500.00	184 2740055	Transfer Out	\$ 646,500.00			
Parks Operation	131 5111110	Salaries	\$ 35,547.20	131		\$ 35,547.20		11	Council approved \$150,000 to fund Washington Fruit Center for 2026
Parks Operation	131 5111120	Salaries/Temporary	\$ 43,972.37	131		\$ 43,972.37			
Parks Operation	131 5111130	Longevity	\$ 2,013.75	131		\$ 2,013.75			
Parks Operation	131 5111140	Deferred Comp	\$ 1,066.40	131		\$ 1,066.40			
Parks Operation	131 5111200	Overtime	\$ 500.00	131		\$ 500.00			
Parks Operation	131 5111300	Special Pay	\$ 75.00	131		\$ 75.00			
Parks Operation	131 5112100	Social Security	\$ 6,332.10	131		\$ 6,332.10			
Parks Operation	131 5112210	Pers	\$ 2,554.93	131		\$ 2,554.93			
Parks Operation	131 5112310	Industrial Insurance	\$ 3,425.41	131		\$ 3,425.41			
Parks Operation	131 5112410	Life Insurance	\$ 127.80	131		\$ 127.80			
Parks Operation	131 5112510	Medical Insurance	\$ 10,749.12	131		\$ 10,749.12			
Parks Operation	131 5112610	Dental Insurance	\$ 1,288.92	131		\$ 1,288.92			
Parks Operation	131 5112700	Unemployment Compensation	\$ 320.00	131		\$ 320.00			
Parks Operation	131 5112711	Legal Svc Trust	\$ 115.00	131		\$ 115.00			
Parks Operation	131 5112712	Paid Family/Medical Leave	\$ 265.00	131		\$ 265.00			
Parks Operation	131 5113110	Office and Operating Supplies	\$ 1,300.00	131		\$ 1,300.00			
Parks Operation	131 5113112	Operating Supplies/General	\$ 20,000.00	131		\$ 20,000.00			
Parks Operation	131 5114210	Telephone	\$ 250.00	131		\$ 250.00			
Parks Operation	131 5114212	Cellular Telephone	\$ 350.00	131		\$ 350.00			
Parks Operation	131 5114701	Pacific Power & Light	\$ 7,197.00	131		\$ 7,197.00			
Parks Operation	131 5114213	Data Communications	\$ 1,300.00	131		\$ 1,300.00			
Parks Operation	131 5114703	Sewer	\$ 500.00	131		\$ 500.00			
Parks Operation	131 5114702	Cascade Natural Gas	\$ 9,000.00	131		\$ 9,000.00			
Parks Operation	131 5114704	Water	\$ 450.00	131		\$ 450.00			
Parks Operation	131 5114707	Irrigation	\$ 300.00	131		\$ 300.00			
Parks Operation	131 5114705	Refuse	\$ 1,000.00	131		\$ 1,000.00			
General Fund	001 6010055	Transfer Out	\$ 150,000.00	131 8950050	Transfer In	\$ 150,000.00			
General Fund	001' 3221200	Overtime	\$ (450,000.00)	001		\$ (450,000.00)		12	Council passed a 3% Utility Tax increase for Fire Station 97
General Fund	001 3221200	Overtime	\$ 1,050,000.00	001 8951401	Water Utility Tax	\$ 249,606.95			Q1 Budget Amendment was \$1.2M (8 Months @\$150,000)
General Fund	001			001 8951402	Sewer Utility Tax	\$ 512,925.53			Utility Tax will increase by 3% on June 1st. Will Reduce the \$1.2M by \$450,000
General Fund	001'			001 8951403	Refuse Utility Tax	\$ 203,114.26			(3 Months at \$150,000)
General Fund	001			001 8951404	Storm Utility Tax	\$ 84,353.26			
Refuse Operating	471 4774454	Interfd-In Lieu Of Tax	\$ 319,179.58	471		\$ 319,179.58			
Wastewater Operating	473 7264454	Interfd-In Lieu Of Tax	\$ 806,025.83	473		\$ 806,025.83			
Water Operating	474 7724454	Interfd-In Lieu Of Tax	\$ 392,239.49	474		\$ 392,239.49			
Stormwater Operating	441 7464454	Interfd-In Lieu Of Tax	\$ 132,555.12	441		\$ 132,555.12			
Aquatics	133 5211120	Salaries/Temporary	\$ 229,681.09	133 8956711	Donations	\$ 150,000.00		13	Council approved a one-time transfer from General Fund 001 for \$150,000 for Lions Pool to operate in 2026.

SCHEDULE I

From Fund			Debit	To Fund			Credit	#	Description
Fund	Account #	Name	\$	Fund	Account	Name	\$	Ref	
Aquatics	133 5211200	Overtime	\$ 3,707.70	133 8950050	Transfer In		\$ 150,000.00		There were also one-time donations of \$150,000 to keep Lions Pool open in 2026
Aquatics	133 5211300	Special Pay	\$ 1,470.08						
Aquatics	133 5212100	Social Security	\$ 17,570.61						
Aquatics	133 5212210	Pers	\$ 1,875.01						
Aquatics	133 5212310	Industrial Insurance	\$ 18,694.10						
Aquatics	133 5212700	Unemployment Compensation	\$ 876.89						
Aquatics	133 5212712	Paid Family/Medical Leave	\$ 624.52						
Aquatics	133 5214701	Pacific Power & Light	\$ 7,000.00						
Aquatics	133 5214702	Cascade Natural Gas	\$ 15,000.00						
Aquatics	133 5214704	Water	\$ 3,000.00						
Aquatics	133 5214705	Refuse	\$ 500.00						
Aquatics	001 6010055	Transfer OUT	\$ 150,000.00				\$ 150,000.00		
Aquatics	001 6010055	Transfer Out	\$ 141,920.00	131 8950050	Transfer In		\$ 141,920.00	14	Council approved \$141,920 to transfer from General Fund 001 to keep Parks Bathrooms open in 2026.
Aquatics	131 5411120	Salaries/Temporary	\$ 101,920.00				\$ 101,920.00		
Aquatics	131 5413112	Operating Supplies/General	\$ 20,000.00				\$ 20,000.00		
Aquatics	131 5414100	Professional Service	\$ 20,000.00				\$ 20,000.00		
			\$ 4,576,840.02				\$ 4,576,840.02		
			\$ 6,348,664.02				\$ 6,348,664.02		

2026 Adopted Budget
Revised Quarter 2
Budget Amendment

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Fund		Beginning Fund Balance	Revenue				Expenditures				Ending	Fund Balance
2			6/2/2026	Adopted Budget	Prior Adjustment	Current Adjustment	Revised	Adopted Budget	Prior Adjustment	Current Adjustment	Revised	Fund Blance	Percentage
3	General Government Funds:		\$ 37,401,718.83	\$ 124,404,377.46	\$ 2,587,626.02	\$ 1,422,244.02	\$ 128,414,247.50	\$ 125,114,847.22	\$ 4,366,950.14	\$ 2,759,164.00	\$ 132,240,961.36	\$ 33,575,004.97	
4	001	General Fund	\$ 17,399,312.37	\$ 84,280,583.60	\$ 1,585,074.87	\$ 1,226,824.02	\$ 87,092,482.49	\$ 84,666,931.70	\$ 3,193,517.88	\$ 2,496,044.00	\$ 90,356,493.58	\$ 14,135,301.28	15.64%
5	003	.3% Criminal Justice	\$ 691,590.09	\$ 3,741,000.00			\$ 3,741,000.00	\$ 4,112,910.24	\$ 12,509.91		\$ 4,125,420.15	\$ 307,169.94	7.45%
6	612	Firemens Pension	\$ 1,127,334.04	\$ 1,005,076.00			\$ 1,005,076.00	\$ 1,072,969.29			\$ 1,072,969.29	\$ 1,059,440.75	98.74%
7	613	Police Pension (LEOFF)	\$ 353,370.34	\$ 681,000.00			\$ 681,000.00	\$ 680,999.55			\$ 680,999.55	\$ 353,370.79	51.89%
8	131	Parks	\$ 1,390,056.06	\$ 4,787,187.50		\$ 291,920.00	\$ 5,079,107.50	\$ 4,755,728.54	\$ 60,999.99	\$ 291,920.00	\$ 5,108,648.53	\$ 1,360,515.03	26.63%
9	141	Streets	\$ 3,467,462.13	\$ 5,919,803.00		\$ 250,000.00	\$ 6,169,803.00	\$ 5,985,522.02		\$ 250,000.00	\$ 6,235,522.02	\$ 3,401,743.11	54.55%
10	123	Economic Development	\$ 165,000.00	\$ 402,000.00			\$ 402,000.00	\$ 450,933.37			\$ 450,933.37	\$ 116,066.63	25.74%
11	124	Community Dev	\$ 520,120.05	\$ 1,868,444.00			\$ 1,868,444.00	\$ 1,841,813.12			\$ 1,841,813.12	\$ 546,750.93	29.69%
12	125	Community Relations	\$ 317,511.46	\$ 438,000.00			\$ 438,000.00	\$ 701,486.24			\$ 701,486.24	\$ 54,025.22	7.70%
13	132	Aquatic Center at MLK JR Park	\$ 558,983.80	\$ 89,200.00			\$ 89,200.00	\$ 318,578.35			\$ 318,578.35	\$ 329,605.45	103.46%
14	133	Aquatics Facilities	\$ 75,180.24	\$ 246,664.99		\$ 300,000.00	\$ 546,664.99	\$ 297,957.88		\$ 300,000.00	\$ 597,957.88	\$ 23,887.35	3.99%
15	136	Clean City Program	\$ 1,222,021.61	\$ 952,849.15			\$ 952,849.15	\$ 583,990.17			\$ 583,990.17	\$ 1,590,880.59	272.42%
16	144	Cemetery	\$ 161,165.66	\$ 420,000.00			\$ 420,000.00	\$ 457,259.13			\$ 457,259.13	\$ 123,906.53	27.10%
17	150	Emergency Services	\$ 1,124,380.60	\$ 2,699,060.00			\$ 2,699,060.00	\$ 2,625,324.14			\$ 2,625,324.14	\$ 1,198,116.46	45.64%
18	151	Public Safety Comm	\$ 755,276.10	\$ 2,550,000.00			\$ 2,550,000.00	\$ 2,808,026.01			\$ 2,808,026.01	\$ 497,250.09	17.71%
19	154	Dispatch	\$ 626,551.16	\$ 2,069,392.00	\$ 154,816.15		\$ 2,224,208.15	\$ 2,115,118.64	\$ 17,571.43		\$ 2,132,690.07	\$ 718,069.24	33.67%
20	152	Police Grants	\$ 1,015,414.89	\$ 329,840.00			\$ 329,840.00	\$ 272,681.94	\$ 210,000.00		\$ 482,681.94	\$ 862,572.95	178.70%
21	153	.3% PS Commun	\$ 148,530.53	\$ 280,000.00			\$ 280,000.00	\$ 283,833.35			\$ 283,833.35	\$ 144,697.18	50.98%
22	155	Opioid Lawsuit	\$ 1,010,405.38	\$ 146,621.34			\$ 146,621.34	\$ 84,000.00	\$ 21,341.93		\$ 105,341.93	\$ 1,051,684.79	998.35%
23	161	DYBID	\$ 123,383.28	\$ 185,750.00			\$ 185,750.00	\$ 184,927.50			\$ 184,927.50	\$ 124,205.78	67.16%
24	162	Trolley	\$ 55,768.11	\$ 11,868.93			\$ 11,868.93	\$ 13,637.00			\$ 13,637.00	\$ 54,000.04	395.98%
25	163	Front St PBIA	\$ 7,299.08	\$ 2,500.00			\$ 2,500.00	\$ 2,500.00			\$ 2,500.00	\$ 7,299.08	291.96%
26	170	Tourism Promo	\$ 1,279,484.11	\$ 2,341,200.00		\$ (646,500.00)	\$ 1,694,700.00	\$ 2,108,672.06		\$ (646,500.00)	\$ 1,462,172.06	\$ 1,512,012.05	103.41%
27	171	Capitol Theatre	\$ 65,892.27	\$ 488,319.00			\$ 488,319.00	\$ 488,319.24			\$ 488,319.24	\$ 65,892.03	13.49%
28	172	Pub Fac District	\$ 1,147,679.17	\$ 1,254,125.00			\$ 1,254,125.00	\$ 1,176,091.58			\$ 1,176,091.58	\$ 1,225,712.59	104.22%
29	173	TPA	\$ 136,079.89	\$ 1,223,200.00			\$ 1,223,200.00	\$ 1,234,782.64			\$ 1,234,782.64	\$ 124,497.25	10.08%
30	174	Cap Th PFD	\$ 699,925.38	\$ 862,831.00			\$ 862,831.00	\$ 746,991.57			\$ 746,991.57	\$ 815,764.81	109.21%
31	180	American Rescue Plan	\$ 67,700.00	\$ 67,961.39	\$ 847,735.00	\$ -	\$ 915,696.39	\$ 67,961.39	\$ 847,735.00	\$ 67,700.00	\$ 983,396.39	\$ -	0.00%
32	184	Lodging Tax Fund	\$ 277,537.79	\$ 2,219,789.86			\$ 2,219,789.86	\$ 1,795,000.00	\$ 3,274.00		\$ 1,798,274.00	\$ 699,053.65	38.87%
33	185	Affordable Housing	\$ 973,700.69	\$ 135,000.00			\$ 135,000.00	\$ -			\$ -	\$ 1,108,700.69	#DIV/0!
34	272	Conv Ctr PFD	\$ 419,976.40	\$ 1,405,447.04			\$ 1,405,447.04	\$ 1,880,236.90			\$ 1,880,236.90	\$ (54,813.46)	-2.92%
35	281	GO Bonds	\$ 17,626.15	\$ 1,299,663.66			\$ 1,299,663.66	\$ 1,299,663.66			\$ 1,299,663.66	\$ 17,626.15	1.36%

2026 Adopted Budget
Revised Quarter 2
Budget Amendment

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Fund		Beginning Fund Balance	Revenue				Expenditures				Ending	Fund Balance
2			6/2/2026	Adopted Budget	Prior Adjustment	Current Adjustment	Revised	Adopted Budget	Prior Adjustment	Current Adjustment	Revised	Fund Blance	Percentage
36	Capital Project Funds:		\$ 23,793,154.74	\$ 34,762,968.84	\$ 1,172,910.00	\$ -	\$ 35,935,878.84	\$ 40,215,607.29	\$ 1,360,582.65	\$ -	\$ 41,576,189.94	\$ 18,152,843.64	
37	321	CBD Cap Impr	\$ 55,023.93	\$ -			\$ -	\$ -			\$ -	\$ 55,023.93	#DIV/0!
38	322	Cap Th Constr	\$ 528,672.50	\$ 60,000.00	\$ 1,073,000.00		\$ 1,133,000.00	\$ 60,000.00	\$ 1,107,445.00		\$ 1,167,445.00	\$ 494,227.50	42.33%
39	323	YRDA	\$ 3,091,808.52	\$ 3,700,000.00			\$ 3,700,000.00	\$ 4,147,533.53			\$ 4,147,533.53	\$ 2,644,274.99	63.76%
40	331	Parks Capital	\$ 1,024,264.41	\$ 263,506.00	\$ 99,910.00		\$ 363,416.00	\$ 274,994.19	\$ 153,910.00		\$ 428,904.19	\$ 958,776.22	223.54%
41	332	Fire Capital	\$ 558,567.57	\$ 163,000.00			\$ 163,000.00	\$ 80,000.00	\$ 29,565.61		\$ 109,565.61	\$ 612,001.96	558.57%
42	333	Law&Justice Cap	\$ 940,109.37	\$ 250,000.00			\$ 250,000.00	\$ 132,691.82	\$ 20,000.00		\$ 152,691.82	\$ 1,037,417.55	679.42%
43	303	.3% L&J Cap	\$ 768,335.00	\$ 120,000.00			\$ 120,000.00	\$ 120,000.00	\$ 49,662.04		\$ 169,662.04	\$ 718,672.96	423.59%
44	342	Reet1	\$ 3,327,100.90	\$ 1,344,447.84			\$ 1,344,447.84	\$ 2,762,390.11			\$ 2,762,390.11	\$ 1,909,158.63	69.11%
45	343	Reet2	\$ 620,541.75	\$ 1,418,000.00			\$ 1,418,000.00	\$ 1,282,007.85			\$ 1,282,007.85	\$ 756,533.90	59.01%
46	344	TBD	\$ 5,431,331.48	\$ 1,671,000.00			\$ 1,671,000.00	\$ 2,816,993.94			\$ 2,816,993.94	\$ 4,285,337.54	152.12%
47	346	Streets Capital	\$ 5,114,888.08	\$ 25,193,015.00			\$ 25,193,015.00	\$ 27,272,434.58			\$ 27,272,434.58	\$ 3,035,468.50	11.13%
48	370	Conv Ctr Capital	\$ 2,288,438.34	\$ 580,000.00			\$ 580,000.00	\$ 1,264,560.37			\$ 1,264,560.37	\$ 1,603,877.97	126.83%
49	392	Cap Impr Reserve	\$ 44,072.89	\$ -			\$ -	\$ 2,000.90			\$ 2,000.90	\$ 42,071.99	2102.65%
50	Enterprise Funds:		\$ 89,360,893.38	\$ 105,191,332.97	\$ -	\$ -	\$ 105,191,332.97	\$ 113,352,721.48	\$ 9,205,688.32	\$ 1,650,000.02	\$ 124,208,409.82	\$ 70,343,816.53	
51	421	Airport Operations	\$ 1,689,600.32	\$ 1,599,319.00			\$ 1,599,319.00	\$ 1,967,906.50			\$ 1,967,906.50	\$ 1,321,012.82	67.13%
52	422	Airport Capital	\$ 398,036.53	\$ 2,582,100.00			\$ 2,582,100.00	\$ 2,288,617.32			\$ 2,288,617.32	\$ 691,519.21	30.22%
53	441	Stormwater Ops	\$ 3,087,406.37	\$ 4,653,343.00			\$ 4,653,343.00	\$ 5,913,134.66		\$ 132,555.12	\$ 6,045,689.78	\$ 1,695,059.59	28.04%
54	442	Stormwater Cap	\$ 6,707,784.11	\$ 2,538,364.58			\$ 2,538,364.58	\$ 5,054,313.02			\$ 5,054,313.02	\$ 4,191,835.67	82.94%
55	462	Transit	\$ 19,060,078.70	\$ 12,750,325.00			\$ 12,750,325.00	\$ 12,685,886.81	\$ 47,869.78		\$ 12,733,756.59	\$ 19,076,647.11	149.81%
56	464	Transit Capital	\$ 6,445,291.54	\$ 3,450,000.00			\$ 3,450,000.00	\$ 2,166,995.84	\$ 145,523.80		\$ 2,312,519.64	\$ 7,582,771.90	327.90%
57	471	Refuse	\$ 6,432,008.45	\$ 10,291,935.09			\$ 10,291,935.09	\$ 10,295,427.24		\$ 319,179.58	\$ 10,614,606.82	\$ 6,109,336.72	57.56%
58	472	WW Cap Fac	\$ 3,053,716.20	\$ 1,000,000.00			\$ 1,000,000.00	\$ 1,299,236.67			\$ 1,299,236.67	\$ 2,754,479.53	212.01%
59	473	WW Operating	\$ 11,081,109.65	\$ 26,029,353.72			\$ 26,029,353.72	\$ 29,859,102.90	\$ 12,294.74	\$ 806,025.83	\$ 30,677,423.47	\$ 6,433,039.90	20.97%
60	474	Water Operating	\$ 6,373,332.83	\$ 15,098,500.00			\$ 15,098,500.00	\$ 14,591,339.70		\$ 392,239.49	\$ 14,983,579.19	\$ 6,488,253.64	43.30%
61	475	Irrigation Operating	\$ 747,498.61	\$ 2,370,275.00			\$ 2,370,275.00	\$ 2,485,145.34			\$ 2,485,145.34	\$ 632,628.27	25.46%
62	476	WW Constr	\$ 5,288,338.63	\$ 4,038,364.58			\$ 4,038,364.58	\$ 4,476,604.18			\$ 4,476,604.18	\$ 4,850,099.03	108.34%
63	477	Water Capital	\$ 4,097,133.52	\$ 4,062,719.00			\$ 4,062,719.00	\$ 4,156,388.62			\$ 4,156,388.62	\$ 4,003,463.90	96.32%
64	478	WW Facilities	\$ 13,297,738.42	\$ 4,000,000.00			\$ 4,000,000.00	\$ 5,054,450.67	\$ 9,000,000.00		\$ 14,054,450.67	\$ 3,243,287.75	23.08%
65	479	Irrigation Capital	\$ (66,090.28)	\$ 10,071,084.00			\$ 10,071,084.00	\$ 10,402,522.01			\$ 10,402,522.01	\$ (397,528.29)	-3.82%
66	488	WW Rev Bond	\$ 16,647.17	\$ 381,900.00			\$ 381,900.00	\$ 381,900.00			\$ 381,900.00	\$ 16,647.17	4.36%
67	491	Irrig Rev Bond	\$ 30,314.26	\$ 273,750.00			\$ 273,750.00	\$ 273,750.00			\$ 273,750.00	\$ 30,314.26	11.07%
68	493	WW Rev Bond	\$ 1,620,948.35	\$ -			\$ -	\$ -			\$ -	\$ 1,620,948.35	#DIV/0!

2026 Adopted Budget
Revised Quarter 2
Budget Amendment

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Fund		Beginning Fund Balance	Revenue				Expenditures				Ending	Fund Balance
2			6/2/2026	Adopted Budget	Prior Adjustment	Current Adjustment	Revised	Adopted Budget	Prior Adjustment	Current Adjustment	Revised	Fund Blance	Percentage
69	Internal Service Funds:		\$ 19,651,197.08	\$ 37,586,420.81	\$ -	\$ -	\$ 37,586,420.81	\$ 39,277,663.31	\$ 2,865,318.86	\$ -	\$ 42,142,982.17	\$ 15,094,635.72	
70	512	Unemploy Reserve	\$ 511,304.31	\$ 267,190.28			\$ 267,190.28	\$ 219,576.65			\$ 219,576.65	\$ 558,917.94	254.54%
71	513	Health Reserve	\$ 4,321,031.49	\$ 16,087,135.43			\$ 16,087,135.43	\$ 15,991,942.77			\$ 15,991,942.77	\$ 4,416,224.15	27.62%
72	514	Workers Comp Res	\$ 1,815,802.45	\$ 4,209,636.95			\$ 4,209,636.95	\$ 4,010,762.53			\$ 4,010,762.53	\$ 2,014,676.87	50.23%
73	515	Risk Mgmt Reserve	\$ 6,493,494.88	\$ 5,582,694.06			\$ 5,582,694.06	\$ 7,857,041.33	\$ 58,595.59		\$ 7,915,636.92	\$ 4,160,552.02	52.56%
74	516	Wellness	\$ 257,926.13	\$ 75,000.00			\$ 75,000.00	\$ 66,900.00			\$ 66,900.00	\$ 266,026.13	397.65%
75	551	Equipment Rental	\$ (269,535.17)	\$ 4,067,676.00			\$ 4,067,676.00	\$ 3,672,794.17			\$ 3,672,794.17	\$ 125,346.66	3.41%
76	552	Replacement Reserve	\$ 4,799,663.00	\$ 2,718,202.00			\$ 2,718,202.00	\$ 2,649,350.00	\$ 2,696,237.83		\$ 5,345,587.83	\$ 2,172,277.17	40.64%
77	555	Environmental	\$ 255,415.14	\$ 265,500.00			\$ 265,500.00	\$ 324,288.50			\$ 324,288.50	\$ 196,626.64	60.63%
78	560	PW Admin	\$ 627,752.10	\$ 1,798,663.00			\$ 1,798,663.00	\$ 1,970,284.27	\$ 110,485.44		\$ 2,080,769.71	\$ 345,645.39	16.61%
79	581	Customer SVC	\$ 838,342.75	\$ 2,514,723.09			\$ 2,514,723.09	\$ 2,514,723.09			\$ 2,514,723.09	\$ 838,342.75	33.34%
80	Fiduciary Funds:		\$ 779,840.43	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	\$ 779,840.43	
81	710	Cemetery Trust	\$ 779,840.43	\$ 12,000.00		\$ -	\$ 12,000.00	\$ 12,000.00		\$ -	\$ 12,000.00	\$ 779,840.43	6498.67%
82	Grand Total		\$ 170,986,804.46	\$ 301,957,100.08	\$ 3,760,536.02	\$ 1,422,244.02	\$ 307,139,880.12	\$ 317,972,839.30	\$ 17,798,539.97	\$ 4,409,164.02	\$ 340,180,543.29	\$ 137,946,141.29	40.55%
83													
84													



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 9.A.
For Meeting of: June 16, 2026

ITEM TITLE: Yakima Air Terminal - Airport update

SUBMITTED BY: Christopher Hopkins, Director of Yakima Air Terminal

SUMMARY EXPLANATION:

An update to the City Council and the public about the airport's current projects, near-future projects, and a recap of Aviation Day 2026 from Shelby Barrett.

ITEM BUDGETED: N/A

STRATEGIC PRIORITY 24-25: An Engaged Yakima

RECOMMENDATION:

ATTACHMENTS:



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 9.B.
For Meeting of: June 16, 2026

ITEM TITLE: Resolution authorizing the acceptance of two (2) Federal Aviation Administration grants for the Rehabilitation of the Legacy Crosswind Runway 4-22 at the Yakima Air Terminal-McAllister Field

SUBMITTED BY: Christopher Hopkins, Airport Director

SUMMARY EXPLANATION:

Authorizing the acceptance of AIG Grant # 3-53-0089-063-2026 from the Federal Aviation Administration in the amount of \$529,104.00. Legacy Crosswind Runway 4-22 Rehabilitation project at Yakima Air Terminal - McAllister Field.

Authorizing the acceptance of AIP Grant # 3-53-0089-064-2026 from the Federal Aviation Administration in the amount of \$2,628,660.00. Legacy Crosswind Runway 4-22 Rehabilitation project at Yakima Air Terminal - McAllister Field.

Applications were approved by City Council on February 17, 2026. Matching funds in the amount of \$ 166,198.70 come from Passenger Facility Charges (PFC's). No General Fund dollars are used in this project.

ITEM BUDGETED: Yes

STRATEGIC PRIORITY 24-25: A Thriving Yakima

RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:

[Resolution_2026 FAA Grant Acceptance_crosswind runway](#)
[YKM-NMG-3-53-0089-063-2026-Grant Agreement - unsigned.pdf](#)
[YKM-NMG-3-53-0089-064-2026-Grant Agreement - unsigned.pdf](#)

RESOLUTION NO. R-2026-

A RESOLUTION authorizing acceptance grant award 3-53-0089-63-2026 and grant award 3-53-0089-64-2026 from the Federal Aviation Administration (FAA) for construction of the Legacy Crosswind Runway 4/22, a capital improvement project at the Yakima Air Terminal -McAllister Field.

WHEREAS, the City owns and operates the Yakima Air Terminal-McAllister Field in accordance with applicable Federal, State, and Local regulations; and

WHEREAS, the FAA makes grants available to airports to maintain and improve airport facilities; and

WHEREAS, in accordance with the Yakima Air Terminal -McAllister Field Airport Master Plan, which details a variety of Federal Aviation Administration required capital improvement projects, including the Legacy Crosswind Runway 4/22; and,

WHEREAS, the Yakima Air Terminal- McAllister Field has coordinated with the Federal Aviation Administration through the airport' s Capital Improvement Plan to utilize approximately Five Hundred Twenty Nine Thousand One hundred and Four (\$ 529,104.00) dollars of federal grant funds from grant 3-53-0089-63-2026 and Two Million Six Hundred and Twenty Eight Thousand Six Hundred and Sixty (\$2,628,660.00) dollars of grant funds from grant 3-53-0089-64-2026 and approximately One Hundred Sixty Six thousand One hundred Ninety-Eight Dollars and Seventy Cents (\$ 166,198.70) of Passenger Facility Charges (PFC's) for the airport's local match requirement, to fund the work to be performed on the Terminal Modernization Project Phase 1A; and

WHEREAS, the City Council deems it to be in the best interest of the City and its residents to authorize acceptance of the FAA grant award needed to accomplish the identified capital improvements, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager is hereby authorized to accept grant award 3-53-0089-63-2026 in the amount of Five Hundred Twenty Nine Thousand One hundred and Four (\$ 529,104.00) dollars and grant award 3-53-0089-64-2026 in the amount of Two Million Six Hundred and Twenty Eight Thousand Six Hundred and Sixty (\$2,628,660.00) dollars dollars.

ADOPTED BY THE CITY COUNCIL this 16th day of June, 2026.

Matt Brown, Mayor

ATTEST:

Rosalinda Ibarra, CMC, City Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Oregon Washington

Seattle Airports District Office:
2200 S 216th St
Des Moines, WA 98198

Ms. Vicki Baker
City Manager
City of Yakima
129 N 2nd St
Yakima, WA 98901

Dear Ms. Baker:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-53-0089-063-2026 at Yakima Air Trml/McAllister Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 3, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Chelsea Branchcomb, (206) 231-4231, chelsea.l.branchcomb@faa.gov, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Ryan C. Zulauf
Manager, Seattle Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

Airport/Planning Area Yakima Air Trml/McAllister Field Airport

Airport Grant Number 3-53-0089-063-2026 (Contract Number: DOT-FA26NM-082)

Unique Entity Identifier FJNNX1XFJ9K3

TO: City of Yakima, Washington
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated June 1, 2026, for a grant of federal funds for a project at or associated with the Yakima Air Trml/McAllister Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Yakima Air Trml/McAllister Field Airport (herein called the "Project") consisting of the following:

Rehabilitate Legacy Crosswind Runway 4/22 (17% of phase 2-construction); Install Runway Temporary Closure Lighting (17% of phase 2-construction);

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$529,104.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

\$0 for planning

\$529,104 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

- a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

- b. **Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).
- c. Appropriation Period of Availability and Expenditure:
 - i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
 - ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
 - iii. IIJA and Supplemental AIP funding are subject to this condition.
- d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

- e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

- 3. Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before July 3, 2026, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

- 17. Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
- 18. Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - 4. Charging recruited employees a placement or recruitment fee; or
 - 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
- i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
- i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

- ii. The FAA’s right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
- iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
- iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
 - i. “Employee” means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. “Private Entity” means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

- 23. Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. Exhibit “A” Property Map.** The Exhibit “A” Property Map dated October 2020, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.
- 25. Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
- 27. Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
- 29. Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
 - b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.
- 30. National Airspace System Requirements.**
- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
 - b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;

- ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.
 - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).
- 31. Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Pavement Maintenance Management Program. The sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 USC § 47105(e). The sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.

4. Information Retrieval System. The sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

33. Project Containing Paving Work in Excess of \$500,000. The sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The program must include as a minimum:
 - i The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - ii Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - iii Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 - iv Qualifications of engineering supervision and construction inspection personnel;
 - v A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 - vi Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- a) Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- b) Failure to provide a complete report as described above, or failure to perform such tests will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
- c) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

34. Buy American Executive Orders. The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

35. Usable Unit of Development. The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

Ryan C. Zulauf

Manager, Seattle ADO

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Yakima

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Washington. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 USC § 201, et seq.
- d. Hatch Act — 5 USC § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 USC § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 USC § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 USC § 4012a.¹
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 USC § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 USC § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 USC § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 USC § 874.¹

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(City of Yakima)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of June 1, 2026.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Oregon Washington

Seattle Airports District Office:
2200 S 216th St
Des Moines, WA 98198

Ms. Vicki Baker
City Manager
City of Yakima
129 N 2nd St
Yakima, WA 98901

Dear Ms. Baker:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-53-0089-064-2026 at Yakima Air Trml/McAllister Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 3, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Chelsea Branchcomb, (206) 231-4231, chelsea.l.branchcomb@faa.gov, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Ryan C. Zulauf
Manager, Seattle Airports District Office



**U.S. Department
of Transportation
Federal Aviation
Administration**

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

Airport/Planning Area Yakima Air Trml/McAllister Field Airport

Airport Grant Number 3-53-0089-064-2026 (Contract Number: DOT-FA26NM-081)

Unique Entity Identifier FJNNX1XFJ9K3

TO: City of Yakima, Washington

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated June 1, 2026, for a grant of federal funds for a project at or associated with the Yakima Air Trml/McAllister Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Yakima Air Trml/McAllister Field Airport (herein called the "Project") consisting of the following:

Rehabilitate Legacy Crosswind Runway 4/22, (83% of phase 2-construction); Install Runway Temporary Closure Lighting, (83% of phase 2-construction);

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,628,660.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

\$0 for planning

\$2,628,660 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

- a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

- b. **Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).
- c. Appropriation Period of Availability and Expenditure:
 - i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
 - ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
 - iii. IIJA and Supplemental AIP funding are subject to this condition.
- d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

- e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

- 3. Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before July 3, 2026, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

- 17. Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
- 18. Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
- 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- 4. Charging recruited employees a placement or recruitment fee; or
- 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

- ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
- iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
- iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
 - i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

- 23. Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated October 2020, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.
- 25. Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
- 27. Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
- 29. Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
 - b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.
- 30. National Airspace System Requirements.**
- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
 - b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;

- ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.
 - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).
- 31. Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Pavement Maintenance Management Program. The sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 USC § 47105(e). The sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.

4. Information Retrieval System. The sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

33. Project Containing Paving Work in Excess of \$500,000. The sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The program must include as a minimum:
 - i The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - ii Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - iii Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 - iv Qualifications of engineering supervision and construction inspection personnel;
 - v A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 - vi Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- a) Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- b) Failure to provide a complete report as described above, or failure to perform such tests will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
- c) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

34. Buy American Executive Orders. The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

35. Usable Unit of Development. The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

Ryan C. Zulauf

Manager, Seattle ADO

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Yakima

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Washington. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 USC § 201, et seq.
- d. Hatch Act — 5 USC § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 USC § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 USC § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 USC § 4012a.¹
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 USC § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 USC § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 USC § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 USC § 874.¹

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(City of Yakima)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of June 1, 2026.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 9.C.
For Meeting of: June 16, 2026

ITEM TITLE: Resolution authorizing the acceptance of AIG Grant # 3-53-0089-065-2026 from the FAA for the amount of \$1,559,556.00 for Work Package #2 - Airport Terminal Ticket Counter and Baggage Handling at the Yakima Air Terminal-McAllister Field

SUBMITTED BY: Christopher Hopkins, Director of Yakima Air Terminal

SUMMARY EXPLANATION:

Authorizing the acceptance of AIG Grant # 3-53-0089-065-2026 from the FAA for the amount of \$1,559,556.00 for Work Package #2 - Airport Terminal Ticket Counter and Baggage Handling at the Yakima Air Terminal – McAllister Field.

This project covers the Terminal Core Modernization project that is separated into phases. Phase I consists of creating a new rental car ticketing counter, on the opposite side of the current location, and rental car offices. The new counter will complement the new baggage claim carousel area.

Matching funds come from Strategic Investment in Economic Development (SIED) dollars authorized by Yakima County. No City General Funds are used in the project.

ITEM BUDGETED: Yes

STRATEGIC PRIORITY 24-25: A Thriving Yakima

RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:

[Resolution_FAA grant acceptance_airport ticket counter and baggage claim YKM-065 Concurrence in Award.pdf](#)

RESOLUTION NO. R-2026-

A RESOLUTION authorizing acceptance grant award 3-53-0089-065-2026 from the Federal Aviation Administration (FAA) for construction of Terminal Ticket Counter and Baggage Claim Handling, a capital improvement project at the Yakima Air Terminal -McAllister Field.

WHEREAS, the City owns and operates the Yakima Air Terminal-McAllister Field in accordance with applicable Federal, State, and Local regulations; and

WHEREAS, the FAA makes grants available to airports to maintain and improve airport facilities; and

WHEREAS, in accordance with the Yakima Air Terminal -McAllister Field Airport Master Plan, which details a variety of Federal Aviation Administration required capital improvement projects, including the construction of Terminal Ticket Counter and Baggage Claim Handling; and,

WHEREAS, the Yakima Air Terminal- McAllister Field has coordinated with the Federal Aviation Administration through the airport's Capital Improvement Plan to utilize approximately One Million Fiver Hundred-Fifty-Nine Thousand Five-Hundred and Fifty-Six (\$ 1,559,556 dollars of federal grant funds and for the airport's local match requirement, SIED Funds will be utilized, to fund the work to be performed on the Terminal Modernization Project; and

WHEREAS, the City Council deems it to be in the best interest of the City and its residents to authorize acceptance of the FAA grant award needed to accomplish the identified capital improvements, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager is hereby authorized to accept grant award 3-53-0089-065-2026 in the amount of One Million Fiver Hundred-Fifty-Nine Thousand Five-Hundred and Fifty-Six (\$1,559,556) dollars.

ADOPTED BY THE CITY COUNCIL this 16th day of June, 2026.

Matt Brown, Mayor

ATTEST:

Rosalinda Ibarra, CMC, City Clerk



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

June 11, 2026

Yakima Air Terminal-McAllister Field (YKM)
Yakima, WA
AIP: 3-53-0089-065-2026
Concurrence in Award

Dear Christopher Hopkins:

We have reviewed the bid documents and concur with your recommendation to award **M. Sevigny Construction Inc. in the amount of \$1,994,700.00**. Furthermore, we accept your statement that the cost is reasonable based on the cost analysis performed by you or your consultant. Please maintain a copy of your cost analysis for future audit purposes.

FAA regulations require the sponsor certify that adequate construction supervision and inspection have been arranged. Also, the sponsor ensures that construction conforms to the approved plans and specifications.

Please provide us with the following documents:

1. One copy of the executed contract.
2. A copy of the Notice to Proceed so we will be aware of the beginning construction date. This should be provided only after the sponsor determines that all necessary contracts, bonds, certificates of insurance, etc., are satisfactory, so that a Notice to Proceed may be issued to the contractor.

A preconstruction conference should be scheduled after the contract is awarded. Please inform us of the time and place of this meeting. The contractor's construction schedule and the overall project should be discussed. We will attempt to attend this meeting, however, if we cannot attend the meeting, please include the FAA preconstruction guidance package, in the agenda for your preconstruction meeting. This information can be found in Advisory Circular 150/5370-12. Please provide us with a copy of the minutes of the meeting and a list of those in attendance.

Federal participation is contingent upon construction conforming to the approved plans and specifications. To accomplish this, your resident engineer and inspectors must be familiar with the specification requirements and perform testing as required.

Copies of all test results should be available, during construction, at the job site for our review. In addition, Construction Progress and Inspection Reports, using FAA Form 5370-1 must be submitted on a weekly basis during construction.

Changes to the plans and specifications should be made by change order or supplemental agreement. Approval by the FAA should be obtained prior to performing the work to be eligible for participation.

If you have questions regarding your responsibilities during construction, please call me at (303) 342-1265.

Sincerely,

**ERIC W.
TRINKLEIN**

 Digitally signed by ERIC W.
TRINKLEIN
Date: 2026.06.11 07:04:33 -06'00'

Eric Trinklein
Civil Engineer, Denver Airports District Office

Eligibility

Rooms	Square Footages	Cost	Eligible SF	Ineligible SF	Cost Eligible	Cost Ineligible	Cost 100% Ineligible
Concourse	2767		2767				
Entry North Vestibule	103		103				
Office	114			114			
Storage	47			47			
Rental B	68		68				
Rental B Finish							\$8,750
Rental A	68		68				
Rental A Finish							\$8,750
Circulation	165			165			
Car Rental Breakroom	241			241			
Storage	51			51			
Office	135			135			
Total	3759		3006	753			
Percentage%	100%	1,994,700	80%	20%	1,595,760	\$398,940	\$17,500

Formula per N-4 [(Cost of A+B+C) * (Eligible Proration) + (Cost of D)]

A=Eligible Areas \$ 1,595,760
 B=Ineligible Areas \$ 398,940
 C=Prorated Areas \$ 0
 D=High Cost 100% Eligible \$ 0
 E=High Cost Ineligible \$ 0



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 9.D.
For Meeting of: June 16, 2026

ITEM TITLE: Resolution authorizing the submittal of grant applications to the Yakima County SIED Board and the U.S. Economic Development Administration (EDA) for the Yakima Air Terminal Cargo & MRO Feasibility Study

SUBMITTED BY: Gary Ballew, Assistant City Manager

SUMMARY EXPLANATION:

Yakima Air Terminal serves an essential role in supporting the region's economy. Growing congestion at Puget Sound airports, particularly SEA, has created the need to examine alternative cargo and MRO capacity in Central Washington. This feasibility study evaluates cargo demand, infrastructure needs, runway requirements, economic impacts, and long-term development opportunities.

The total projected cost is \$210,000. The City is requesting \$150,000 from EDA and \$50,000 from the SIED program and utilizing \$10,000 from the Economic Development Fund. The SIED and Economic Development contribution will function as the local match required by EDA. No general fund dollars are expected to be required for this project.

Attached is the Resolution authorizing the application to both SIED and EDA, the draft SIED application and the draft EDA application.

ITEM BUDGETED: No

STRATEGIC PRIORITY 24-25: A Thriving Yakima

RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:

[Resolution for SIED Application Cargo and MRO.docx](#)
[SIED Feasibility and Planning Funding Application - YKM Cargo MRO.pdf](#)
[YKM_EDA_Application_Responses \(1\).docx](#)

RESOLUTION NO. R-2026-

A RESOLUTION authorizing submission of applications to the Yakima County Supporting Investments in Econ authorizing submission of applications to the Yakima County Supporting Investments in Economic Development (SIED) Board and to the U.S. Economic Development Administration (EDA) for feasibility and planning funding to study the expansion of air cargo and MRO capacity at Yakima Air Terminal–McAllister Field (YKM).

WHEREAS, the SIED Program provides feasibility and planning grants to Yakima County jurisdictions; and

WHEREAS, the U.S. Economic Development Administration offers Planning Grants to support regionally beneficial economic development strategies; and

WHEREAS, YKM is a critical public facility supporting agriculture, logistics, manufacturing, and aerospace sectors across Yakima County; and

WHEREAS, congestion at Seattle–Tacoma International Airport and regional freight bottlenecks complicate Central Washington’s supply chains; and

WHEREAS, the City seeks to complete a feasibility and planning study evaluating cargo demand, infrastructure needs, MRO potential, workforce impacts, and funding strategies; and

WHEREAS, the total cost of the feasibility study is \$210,000, including a \$150,000 EDA Planning Grant request, \$50,000 SIED request and \$10,000 in economic development funding serving as the local match; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

Section 1. The City Manager is authorized to submit a SIED application requesting \$50,000 for feasibility and planning funding for the YKM Cargo & MRO Feasibility Study.

Section 2. The City Manager is authorized to submit an EDA Planning Grant application requesting \$150,000 for the same feasibility study.

Section 3. The City Manager is authorized to execute all required certifications, assurances, forms, and related documents.

ADOPTED BY THE CITY COUNCIL this 16th day of June, 2026.

Matt Brown, Mayor

ATTEST:

Rosalinda Ibarra, CMC, City Clerk

Yakima County SIED Fund

**Supporting Investments in
Economic Development**

**Application for Feasibility
or Planning Study Funds**

Yakima County SIED Board
Supporting Investments in Economic Development Board
APPLICATION FOR FEASIBILITY STUDY/PLANNING PROJECT FUNDING

CERTIFICATION

Applicant:	City of Yakima
Federal Tax Number:	
Contact:	Gary Ballew
Title:	Assistant City Manager
Telephone:	509.575.6000
Fax:	
Email:	gary.ballew@yakimawa.gov
Address:	129 N 2nd Street
	Yakima, WA 98901

Indicate the minimum necessary total public project infrastructure feasibility or planning costs.

Amount of SIED **grant** requested: \$ 50,000
(\$150,000 Maximum per applicant, per year)

20% **match:** \$ 10,000

Other funding source(s): \$ 150,000

TOTAL public project infrastructure planning costs: \$ 210,000

Feasibility Study/Planning Project title: Cargo/MRO Feasibility Study YKM

Resolution # authorizing application: _____

Declaration: I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO THE SUPPORTING INVESTMENTS IN ECONOMIC DEVELOPMENT BOARD IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature of Responsible Official:  _____

Print or Type Name and Title: Gary Ballew, Assistant City Manager

Yakima County SIED Board

Supporting Investments in Economic Development Board

To improve the economic vitality of Yakima County, SIED is authorized to make grants (and loans) to Yakima County political subdivisions to conduct feasibility studies or planning projects that support tangible or potential investments in public facilities.

A. PROJECT DESCRIPTION

A1. Describe the entire feasibility study or planning project, including the parts that you are not asking SIED to fund.

The City of Yakima seeks support to complete a comprehensive feasibility and planning study focused on expanding air cargo and maintenance, repair, and overhaul (MRO) operations at Yakima Air Terminal–McAllister Field (YKM). The project will examine regional air cargo demand, potential diversion of cargo from congested Puget Sound airports, infrastructure needs such as runway extension and cargo apron expansion, MRO facility siting, economic and workforce impacts, and funding and implementation strategies. This study will evaluate

A2. How will this feasibility study or planning project lead to investments in public facilities?

The study will produce data and market driven analysis to determine what public airport infrastructure will be needed to capture potential market share. This will generate engineering concepts necessary to pursue capital investments in public airport infrastructure. Anticipated future public facilities include potential runway extensions, apron and taxiway expansion, utility upgrades, cargo handling areas, cold-storage facilities, and potential MRO hangars. The feasibility study will generate the technical documentation needed for future grant applications to

A3. List all funding sources for the feasibility/planning project and the amount. Identify whether the amount has been provided or is being requested. Provide the status and date the funds were approved or the date that funds are expected to be approved:

SOURCE	STATUS	DATE	AMOUNT
SIED grant requested	Pending	July 2026	\$ 50,000
EDA Planning Grant (Submit on SIED Approval)	Pending	August 2026	\$ 200,000
City of Yakima Economic Development	Secured	Available Now	\$ 10,000
			\$
			\$
Total project costs			\$ 210,000

Other public sources of funding for planning for public economic development projects are listed below. Indicate which public sources were investigated to fund this project, in addition to SIED. Indicate what the outcome was.

	YES	NO	OUTCOME
FEDERAL:			
Economic Development Administration	☒	☐	Pending
Rural Development	☐	☒	Not Eligible
Other: _____	☐	☐	
STATE:			
Community Development Block Grant	☐	☒	Not Eligible
Public Works Trust Fund	☐	☒	Not Eligible
Department of Ecology	☐	☒	Not Eligible
CERB	☐	☒	Will seek project specific
Other: _____	☐	☐	

Yakima County SIED Board

Supporting Investments in Economic Development Board

NOTE: ALL REQUIRED FUNDING TO COMPLETE THE PROJECT MUST BE SECURED WITHIN ONE YEAR OF A SIED OFFER OF FINANCIAL AID.

- A4. Describe how the potential public facility indicated in the feasibility study or planning project will enhance or encourage other development in the immediate area (in addition to the direct investment in public facilities described in this application).

The potential development of expanded cargo and MRO infrastructure at YKM will stimulate growth in adjacent industrial areas, including aerospace suppliers, logistics firms, cold-storage operators, agricultural exporters, and advanced manufacturing firms seeking proximity to air cargo flow. Improved multimodal connectivity will increase private investment interest in Yakima's industrial corridors and support long-term job creation.

- A5. Identify the prospective location of the project referenced in the feasibility study or planning project. Please attach a map of the area indicating the proposed project site.

The planning project focuses on Yakima Air Terminal–McAllister Field (YKM), including existing runway facilities, adjacent airport-owned land, cargo ramp areas, and aviation-industrial zones.

- A6. What other jurisdictions, such as counties, cities, port districts, native nations, or state/federal agencies are involved in the planning, design, financing, construction or operation of this project?

See below, this section isn't working.

See below, this section isn't working.

Please explain how completion of the feasibility study or planning project is coordinated between other involved parties.

City of Yakima - Yakima Air Terminal (airport sponsor)
Washington State Department of Transportation – Aviation Division
Federal Aviation Administration (FAA Seattle Airports District Office)
Port of Seattle - SeaTac
BNSE Railway (for multimodal coordination)

B. EVALUATION OF FUNDING SOURCES AND FINANCIAL CAPACITY

- B1. Explain why SIED funds are necessary and the outcome of the investigation of other fund sources:**

SIED funding is required to meet the required match for the pending EDA Planning Grant application. The study's regional economic benefits extend beyond the City of Yakima, supporting Yakima County's exporters, logistics firms, and workforce. Since the study is regional in scope, it is appropriate for regional SIED participation. Other state and federal programs either do not fund planning studies or have been explored and found unsuitable at this stage.

Yakima County SIED Board Supporting Investments in Economic Development Board

- B2. In the context of the local government's overall annual budget, explain the need for SIED assistance. If the applicant has budget reserves, please explain why these funds are not available for the feasibility study or planning project?

The City of Yakima faces significant general fund demands related to public safety, transportation, parks, and community services. Discretionary economic development dollars are limited, and aviation planning at this scale is beyond the Airport's budgeted capacity. While the airport is self-funded through enterprise revenues, it does not generate sufficient surplus for a study of this magnitude. Therefore, SIED funding is necessary to leverage federal planning dollars.

- B3. Have funding sources been identified to help pay for the project supported by the planning or feasibility study?

The study will identify and position the region for future capital funding from:

FAA Airport Improvement Program (AIP)

EDA Public Works

WSDOT Aviation

Public-Private Partnerships with logistics operators, cargo carriers, or MRO firms

C. PROJECT DESCRIPTION AND BUDGET

- C1. Summarize the issues or opportunities facing your jurisdiction that necessitate a feasibility or planning study.

Yakima County lacks dedicated air cargo infrastructure despite being a hub for agriculture, food processing, and logistics. SEA-TAC congestion and regional freight bottlenecks increasingly threaten Central Washington's supply chains. YKM has available airfield and industrial land but lacks the analysis needed to attract tenants, secure funding, or plan public facilities. This study addresses cargo demand, infrastructure needs, and economic opportunities.

- C2. Describe the feasibility study or planning project goals, desired outcomes and timelines using the table below (attach additional information if necessary):

Goals	Outcomes	Timelines
Assess local, regional and statewide cargo demand	Cargo Market Assessme	Month 4
Evaluate runway, apron & utility needs	Infrastructure & Feasibilit	Month 7
Estimate economic & workforce impacts	Economic & Workforce In	Month 9
Identify funding, value proposition and implementat	Funding Strategy & Action	Month 11
Final Study (Similar report for MRO)	Final Report + Presentati	Month 12

- C3. How will businesses directly or indirectly benefit from the proposed project?

Businesses will benefit from:

Improved logistics reliability

Faster access to regional, national, and global markets

Lower transportation costs for agricultural exporters

Potential for co-location of cold storage, logistics, aerospace, and MRO operations

Increased regional competitiveness and economic diversification

EDA Planning Grant Application Responses – Yakima Air Terminal (YKM)

Section B – Project Description

B.1. Scope of Work

The proposed EDA investment will fund a comprehensive planning study to evaluate the feasibility, economic potential, and infrastructure requirements for expanding air cargo and MRO capabilities at Yakima Air Terminal–McAllister Field (YKM). The study will examine how YKM can serve as a strategic regional cargo hub in response to increasing congestion at Seattle–Tacoma International Airport (SEA) and limited capacity at other Puget Sound airports. The study includes cargo demand forecasting, infrastructure and engineering feasibility analysis, economic and workforce impact analysis, and next steps planning.

B.2. Deliverables / Outcomes

The project will produce: Regional Cargo Market Assessment; 20-Year Demand Forecast; Infrastructure & Engineering Feasibility Study; Runway Extension Analysis; Economic & Workforce Impact Report; Funding & Implementation Strategy; Prioritized Action Plan; Stakeholder Engagement Plan; Final Comprehensive Report; and Executive Summary & presentation materials.

B.3. Schedule & Milestones

12-month schedule: Months 1–2 kickoff and data collection; Months 3–5 demand forecasting; Months 6–8 engineering feasibility; Months 9–10 economic & workforce analysis; Month 11 implementation strategy; Month 12 final report and presentation.

B.4. Investment Priority Alignment

The project advances multiple EDA priorities including equity, supply chain resilience, workforce development, manufacturing and export competitiveness, innovation (electric aircraft integration), and environmentally sustainable development supported by Yakima’s 100% hydroelectric grid.

Section D – Economic Conditions

D.1. Economic Conditions & Distress

Yakima County's median household income is significantly below national averages. The region experiences underemployment, seasonal volatility, and dependence on agriculture, making it vulnerable to supply chain limitations. Air cargo bottlenecks and limited logistics infrastructure constrain growth and create economic adjustment needs.

D.2. How the Project Addresses Needs

The planning project identifies how YKM can absorb displaced cargo demand, diversify the economy, reduce logistics bottlenecks, support exporters, and define a strategy for high-skill workforce development. It strengthens regional planning capacity and positions Yakima for future federal investments.

D.3. CEDS Alignment

Yes.

D.4. CEDS Strategy Alignment

The project supports CEDS goals related to logistics infrastructure, workforce development, industry diversification, economic resilience, and advanced manufacturing and aerospace opportunities.

Section E – Economic Impact

E.1. Long-Term Economic Impact

The study positions the region for long-term growth by enabling YKM to support new cargo and MRO operations. Future infrastructure could support hundreds of jobs and unlock significant private investment. Export competitiveness, workforce training pathways, and supply chain reliability will be strengthened.

E.2. Committed Beneficiaries

No.

E.5. Jobs & Private Investment Estimates

Estimated Jobs Created: 0; Estimated Jobs Retained: 0; Estimated Private Investment: \$0 – planning study only.

E.6. Source of Estimates

Future job and investment impacts will be modeled using IMPLAN and aviation industry analysis during the planning study.

Section F – Capacity & Administration

F.1. Strategic Partners

Partners include the City of Yakima, Yakima Air Terminal, SIED (local match provider), WSDOT Aviation, BNSF Railway, regional colleges and technical institutes, and regional economic development organizations.

F.2. Applicant Capacity

The City of Yakima has extensive experience managing federal grants from FAA, DOT, HUD, and EDA. The City maintains compliant procurement, financial management, and reporting systems.

F.3. Staff Capacity

The Assistant City Manager will lead the project, supported by the Airport Director and Finance Department staff. A qualified aviation consultant will be competitively procured.

Section G – Budget & Match

G.1. Budget & Match Narrative

Total Project Cost: \$200,000. EDA Share: \$150,000. Local Match: \$50,000 from SIED. All non-EDA funds are committed and unencumbered. No other federal funds are anticipated.

G.1.f. Budget Narrative (Line Items)

Consultant Services: \$190,000 – all technical analyses and reports. Public Engagement: \$10,000. Administrative Costs: \$10,000. No equipment purchases and no indirect costs are requested.

G.2. Procurement

Yes, consultant work will be competitively procured in accordance with federal requirements.

G.3. Equipment

No equipment will be purchased.

G.4. Business Incubators

No, the project does not involve any incubator or accelerator construction.

Section H – Regional Eligibility & Distress

H.1. Distress Criteria

Yakima County exhibits income levels significantly below national averages and has areas of persistent poverty and underemployment. These conditions support eligibility and justify the proposed EDA share.

H.2. Special Need

The region faces underemployment, supply chain constraints, and negative freight impacts resulting from SEA congestion. The project addresses these special need conditions.

H.3. Data Sources

ACS median income and poverty data, BLS unemployment data, and WSDOT aviation data.

H.4. Substantial Direct Benefit

Yes – the project benefits residents of the region through long term workforce opportunities and improved supply chain infrastructure.

H.5. Distressed Geography

Not required for planning projects, but several Yakima County census tracts qualify based on income and unemployment. The project is intended to primarily benefit these areas.



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 13.A.
For Meeting of: June 16, 2026

ITEM TITLE: Preliminary Council Agenda for the July 7, 2026 regular meeting

SUBMITTED BY: Rosalinda Ibarra, City Clerk

SUMMARY EXPLANATION:

Attached is a draft agenda for the upcoming Council meeting. The agenda items are subject to change depending on changes in circumstance.

ITEM BUDGETED: N/A

STRATEGIC PRIORITY 24-25: An Engaged Yakima

RECOMMENDATION:

ATTACHMENTS:

[7-7 draft agenda](#)



AGENDA
YAKIMA CITY COUNCIL
July 7, 2026
City Hall - Council Chambers - 129 N 2nd Street, Yakima, WA
City Council Regular Meeting

5:30 p.m. Regular Meeting | 6:00 p.m. Public Hearings --- This meeting will be conducted in person, live streamed at www.yakimawa.gov/council/agendas-and-minutes/ and telecast live on YPAC, Spectrum Cable Channel 194. You may also participate via Zoom: [https://cityofyakima.zoom.us/j/??????????? or call in by dialing 1 \(253\) 215-8782 | Webinar ID: ???????? | Passcode: ??????](https://cityofyakima.zoom.us/j/???????????)

Individuals who wish to provide public comment remotely may submit a Public Comment Request Form online at: www.yakimawa.gov/council/public-comment no later than two hours prior to the start of the meeting. If you wish to provide public comment in-person, fill out a "Request for Appearance" form and hand it to the City Clerk before you address City Council.

1. Roll Call

2. Pledge of Allegiance

3. Interpreter Services

4. Public Comment

There will be 35 minutes allotted for public comment with two and a half (2 1/2) minutes per speaker in order to allow as much opportunity as possible for audience participation. Written communication and e-mail messages are strongly encouraged. State law prohibits electioneering at City facilities. During Public Comment, speakers cannot campaign for or against candidates or support or oppose any ballot measure in any upcoming election.

5. Open Discussion for the Good of the Order

A. Recognition of retiring Yakima Valley Tourism President and CEO John Cooper

6. Council Reports

7. Consent Agenda

Items listed are considered routine by the City Council and will be enacted by one motion without discussion. A Council member may request to remove an item from the Consent Agenda and, if approved, it will be placed on the regular agenda for discussion and consideration.

A. Approval of minutes from the June 9, 2026 and June 16, 2026 City Council regular meetings

B. Resolution authorizing a contract with Interwest Construction, Inc. for the Industrial Waste Force Main Replacement at the Wastewater Treatment Facility Project WF2715A

(Wastewater Capital Fund 478)

- C. Resolution authorizing an agreement with MBI Construction Services Inc. for the Public Works Wash Bay Enclosure Project 2857
- D. Resolution authorizing the conditional settlement agreement to resolve and settle the lawsuit brought by the Estate of Amber M. Rodriguez, deceased, E.E.H, a minor child; and L.E.H, a minor child (Risk Management Fund)

8. Public Hearings

- A. Public hearing to consider: A) Resolution adopting the Six-Year Transportation Improvement Program for the period of 2027 through 2032, and to amend the Transportation Systems Plan 2040; and B) Resolution amending the Yakima Urban Area Comprehensive Plan Capital Facilities Element (No budgetary impact)

9. Department Items

- A. Pathways to spend existing and future 1406 Funds
- B. Resolution authorizing a Memorandum of Understanding for Asset Forfeiture Sharing Agreement and Certification with the United States Department of Justice
- C. Resolution authorizing a contract with J.U.B. Engineers, to perform Contract management services for Runway Rehabilitation of Crosswind Runway 4-22, Yakima Air Terminal - McAllister Field
- D. Resolution authorizing Right of Way Use Permit Application RL260006 for Minado Buffet Inc at 501 N Front St
- E. Resolution authorizing the City Manager to execute a contract with Interstate Concrete _____, in the amount of \$ _____, to perform construction services for Runway Rehabilitation of Crosswind Runway 4-22, Yakima Air Terminal - McAllister Field. (FAA/PFCs)

10. City Manager Update

- A. Preview of upcoming topics

11. Other Business

12. Adjournment

The next meeting is a City Council regular meeting on July 14, 2026 in the City Hall Council Chambers.

13. Council General Information

- A. Preliminary Council Agenda for the July 14, 2026 regular meeting

Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.

The City provides special accommodations, such as hearing devices, wheelchair space or language interpreters, for City meetings. Anyone needing special assistance please contact the City Clerk's office at (509) 575- 6037 at least two business days prior to the meeting. A Council packet is available for review at the City Clerk's Office and on-line at www.yakimawa.gov/council/agendas-and-minutes/



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 13.B.
For Meeting of: June 16, 2026

ITEM TITLE: Yakima Fire Department 2025 Annual Report

SUBMITTED BY: Aaron Markham, Fire Chief

SUMMARY EXPLANATION:

Attached is the Yakima Fire Department 2025 Annual Report. An electronic version will be added to the Yakima Fire Department website for public view.

ITEM BUDGETED:

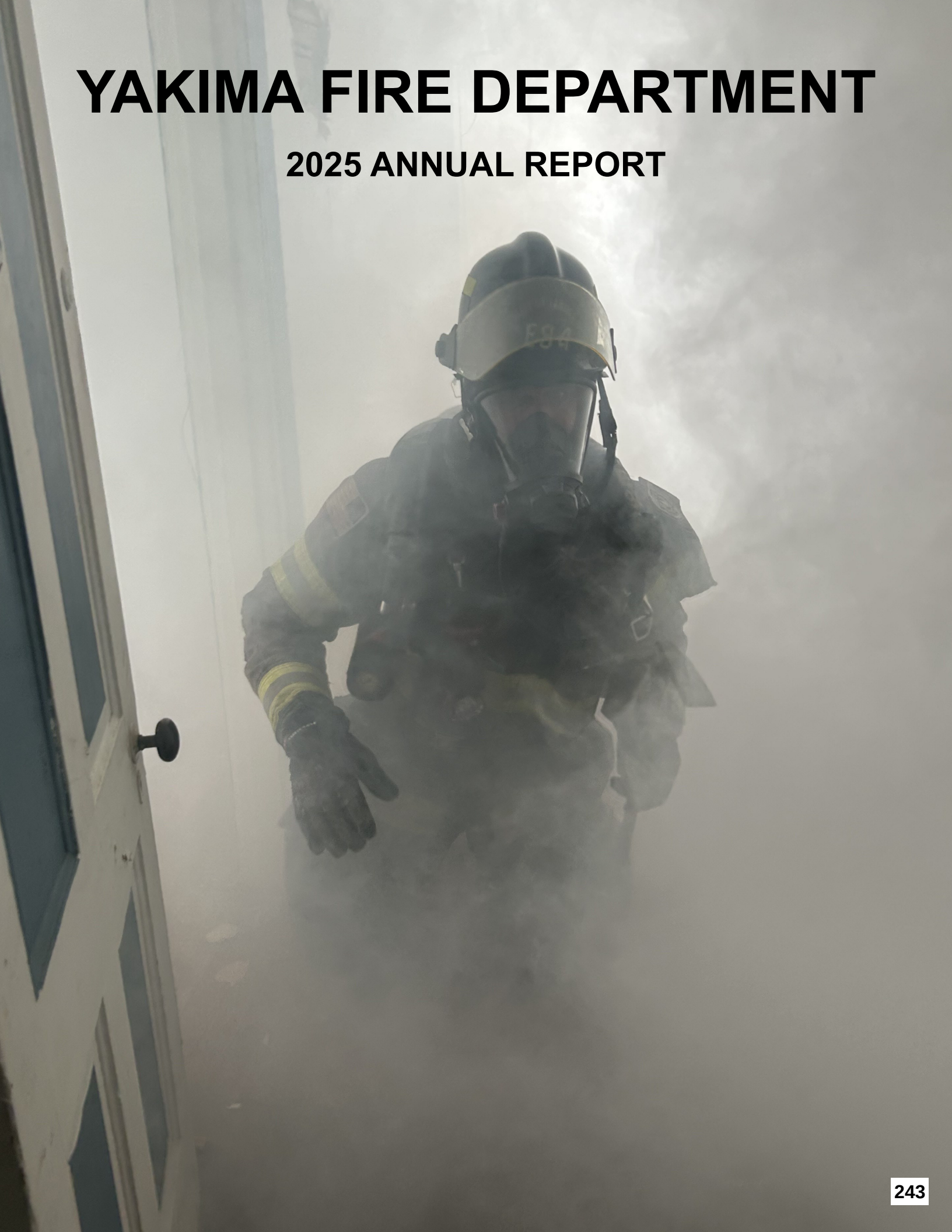
STRATEGIC PRIORITY 24-25: A Safe and Healthy Yakima

RECOMMENDATION:

ATTACHMENTS:
[2025 Annual Report.pdf](#)

YAKIMA FIRE DEPARTMENT

2025 ANNUAL REPORT



Yakima Fire Department 2025 Annual Report

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Message From the Fire Chief

February 23, 2026

Honorable Mayor and Yakima City Councilmembers,

The Yakima Fire Department would like to present the 2025 annual report. This report illustrates the activities and response data for the department. The year started off on a very somber note in February with the unexpected passing of our fire mechanic Paul Weeks. In honor of his dedication to keeping our fire apparatus repaired and maintained, a decal with his initials and a wrench was placed on engine 91. We also faced very challenging times navigating a difficult budget situation and the potential of a fire station closure.

In 2025, our department responded to 9,844 calls. This included structure fires, medical emergencies, wildland fires, and technical rescue incidents. Each response reflects the professionalism and commitment of our firefighters, who work tirelessly to ensure the safety of our residents. As a department that responds to all hazard emergencies, countless hours of training are required to maintain our operational readiness and provide safety for our teams.

Beyond emergency responses, we also focused on community risk reduction through prevention and education. We accomplished this through community outreach programs, education in our elementary schools, and fire and life safety inspections.

Our 2026 goals are to enhance our engagements in the community, to continue to work on our operational readiness and response capabilities, and to improve pre-incident data collection through occupancy surveys with our local business partners.

On behalf of the entire department, I want to thank you for your continued support. It is an honor and privilege to serve you as the Chief of the Yakima Fire Department.

Respectfully,

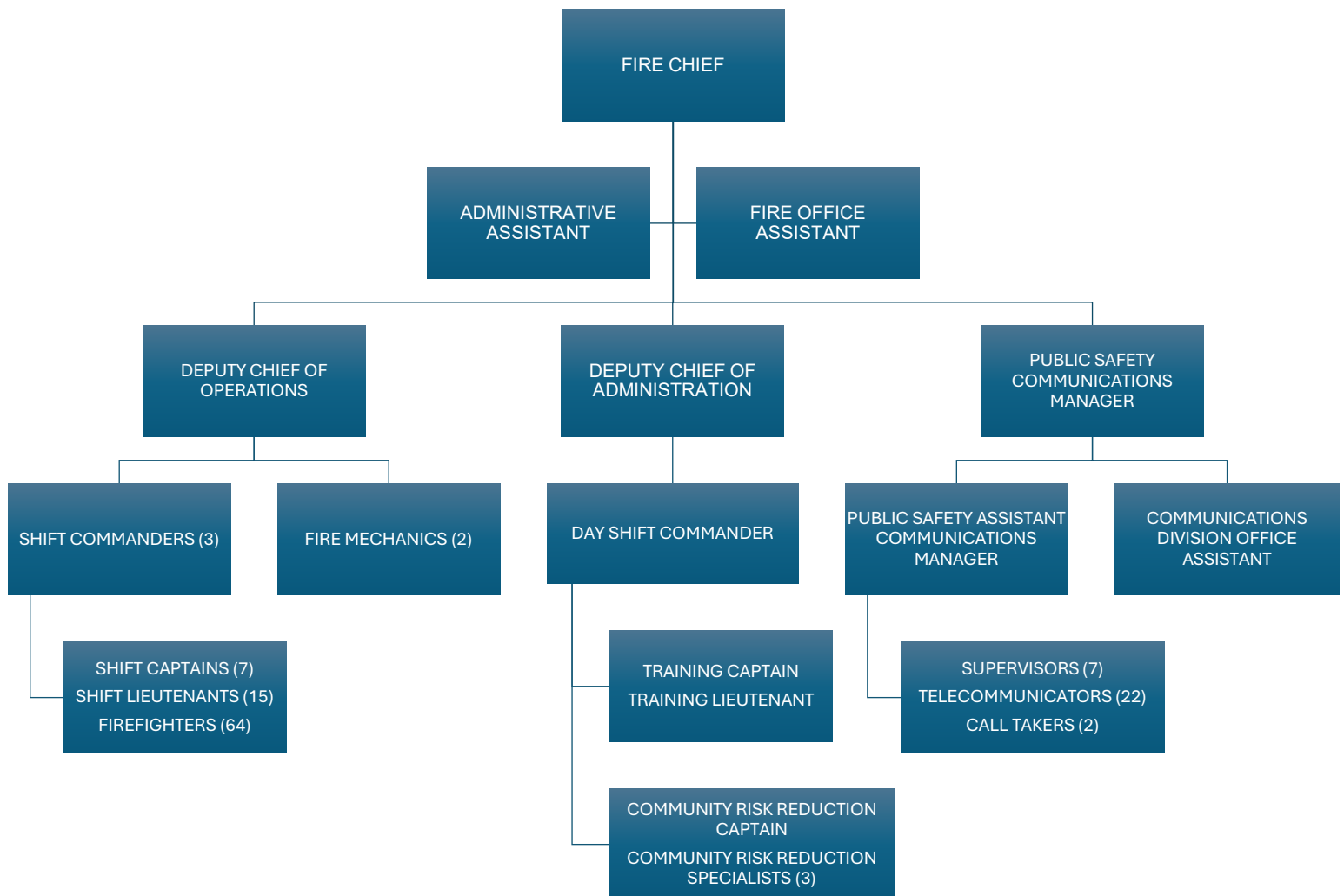


Aaron J. Markham
Fire Chief



Evan Abell, Yakima Herald-Republic

Yakima Fire Department Organizational Chart



Promotions, Awards and Recognition

Promotions

Lt. Patrick Riffie promoted to Captain
Lt. Chad Williams promoted to Captain
FF Kelley Melcher promoted to Lieutenant
FF Patrick Golie promoted to Lieutenant

Awards and Recognition – Fire

Each year, the Yakima Fire Department recognizes members whose dedication, leadership, and service reflect the highest traditions of the fire service. The following awards highlight firefighters and officers who made significant contributions to the department and the community during 2025. Their actions demonstrate the professionalism, compassion and commitment that define Yakima Fire Department.

Rusty Hauber Firefighter of the Year

The Yakima Fire Department's Firefighter of the Year award is named in honor of Firefighter Rusty Hauber, who died in the line of duty while serving the Yakima community. His sacrifice represents the courage, commitment and selfless service that defines the fire service profession.

Each year, the Rusty Hauber Firefighter of the Year Award recognizes a firefighter who best exemplifies those values through exceptional performance, dedication to training and commitment to both the department and the community.

Firefighter Peter Gresham

Firefighter Peter Gresham was selected as the 2025 recipient for his exceptional professionalism, technical expertise and commitment to training. As a member of Truck 91 and the department's Technical Rescue Team, firefighter Gresham frequently leads training initiatives that enhance operational readiness and skill development within the department and across the region. His willingness to mentor others and strengthen the capabilities of those around him reflects the values embodied by the award's namesake.

Officer of the Year

Lieutenant Heilman

Lieutenant Heilman received the Officer of the Year award for his significant work supporting the department's transition to a new records management and incident reporting system. His

dedication, technical knowledge and countless hours spent improving reporting processes helped streamline documentation and prepared the department for upcoming national reporting requirements. His work will ensure that Yakima Fire Department continues to maintain accurate, efficient and modern reporting going forward.

Distinguished Service Awards

The Distinguished Service Award recognizes individuals whose leadership, initiative and long-term contributions have made a lasting impact on the Yakima Fire Department.

Firefighter Jakob Stone

Firefighter Stone was recognized for his involvement in the State Mobilization operational planning, policy development and strengthening of interagency partnerships. The plan resulted in Yakima Fire Department's preparation and readiness for a State Mobilization Wildfire incident.

Captain Jeremiah Stilley

Captain Stilley was recognized for revitalizing the department's Community Risk Reduction Division and expanding community outreach programs. Through partnerships with local schools and organizations, he strengthened public safety initiatives including home fire safety surveys, smoke alarm installations and car seat safety programs.

Shift Commander Tim Kerns

Shift Commander Kerns was recognized for his extensive leadership across numerous departmental initiatives, including policy development, logistics improvement and technology implementation. His mentorship of firefighters and officers, combined with his organizational leadership, has strengthened operations throughout the department.

Shift Commander Mike Trujillo

Shift Commander Trujillo received this award for his leadership in the department's Day Shift Commander role, where he has strengthened collaboration between field personnel, department administration and city leadership. His work has supported training improvements, public education programs and ongoing departmental initiatives.

Letters of Appreciation

Firefighter Jakob Stone

Firefighter Will James

Firefighters Stone and James were recognized with Letters of Appreciation for their compassionate and professional response while assisting citizens during a medical emergency involving a pet. While covering calls during a community event, the crew encountered an unresponsive dog and provided immediate care, including airway assessment, CPR, oxygen administration and rapid transport to a veterinary clinic. Their efforts demonstrated empathy, quick decision-making, and a commitment to helping members of the community in need.

Awards and Recognition – SunComm

Each year, SunComm recognizes employees whose professionalism, dedication and service reflect the highest standards of public safety communications. The following awards highlight staff members who made significant contributions to the center and the community during 2025. Their actions demonstrate teamwork, compassion and commitment to both colleagues and citizens.

Employee of the Year – Jesus Arceo

Jesus Arceo was selected as SunComm's 2025 Employee of the Year for his exceptional dedication, positivity, and teamwork. Since joining the center in July 2024, Jesus has supported colleagues in every aspect of center operations, including call-taking, radio support and translation services for Spanish-speaking citizens. Peers highlighted Jesus's infectious positivity, calm demeanor and unwavering commitment to helping others. His approach to call-taking provides comfort and reassurance to the public during emergencies, exemplifying the values SunComm recognizes in its employees.

Call Taker of the Year – Wendy Knack

Wendy Knack was recognized as SunComm's 2025 Call Taker of the Year for her professionalism, reliability and dedication over her 19 years of service. In 2025, she answered and processed **15,231** 911 calls—approximately 10% of all the calls received by SunComm, demonstrating exceptional consistency and skill. Wendy is known for her willingness to cover shifts on short notice and consistently volunteering for overtime. As one of SunComm's last dedicated call takers, her knowledge and experience provide a model for new staff.

ProQA High Compliance Award – Miriam Ruiz

Miriam Ruiz received the inaugural ProQA High Compliance Award for 2025 in recognition of her mastery of the ProQA emergency medical dispatch software. Her expertise and attention to protocol set a benchmark for peers, ensuring high-quality medical response for Yakima County citizens. Miriam's performance demonstrates the critical role of precise, professional dispatching of emergency medical services.

Stork Award – Jesus Arceo

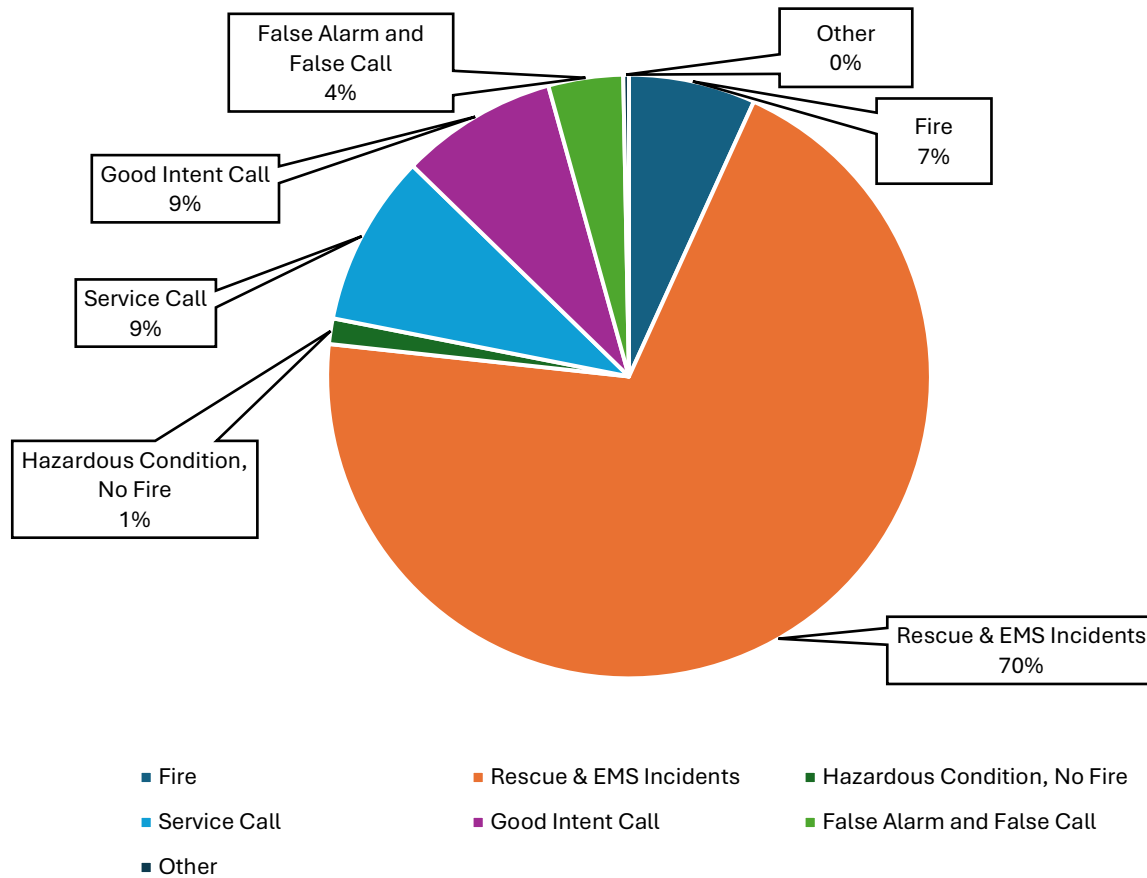
Jesus Arceo received the Stork Award for delivering two babies via 911 calls within six days. Despite having less than a year of experience, he calmly guided callers through each delivery, ensuring the safety of both mothers and newborns until EMS arrived. This rare accomplishment highlights Jesus' composure, skill and dedication in high-pressure situations.

Distinguished Service Award – Jesus Arceo, Jessica Finnell and Andrew Zuber

On January 6, 2026, these three dispatchers responded to multiple fires in Union Gap. They took immediate action with fire extinguishers alongside a YPD officer to mitigate property loss while awaiting emergency units. Their selfless actions, performed outside normal duties and in the face of potential risk, exemplify the spirit of service and dedication honored by this award.

Total Alarms in 2025

This includes incidents within the City of Yakima, the City of Union Gap, Fire District #10, Fire District #11 and Mutual Aid Responses



MAJOR INCIDENT TYPE	NUMBER OF INCIDENTS	PERCENTAGE OF TOTAL CALLS
Fire	668	6.79%
Rescue & EMS Incidents	6881	69.93%
Hazardous Condition, No Fire	135	1.37%
Service Call	905	9.20%
Good Intent Call	827	8.40%
False Alarm & False Call	394	4.00%
Other	30	0.30%
Total	9840	100.00%

Response Time Standards

In 2006, the Washington State Legislature adopted a measurement tool to help local governments that provide Fire and Medical Emergency Services (EMS) to evaluate their Fire Departments. RCW 35.103 requires fire departments to adopt response time standards and to report to their governing body annually their performance in relation to those adopted standards.

In 2007, the City of Yakima and the Yakima Fire Department adopted the nationally recognized time standards for responses. These standards represent fire service best practices and help maximize a fire department's chances of saving lives and property in various emergencies. Meeting these time standards is critical to the fire department's ability to save lives and property.

Continued annexations, new construction and a rapidly increasing call volume are resulting in extended response times and overall failure to meet our adopted time standards. A Standards of Coverage Document is needed to adequately assess the Yakima Fire Departments staffing levels, station locations and community needs. This type of assessment has not been done for the Yakima Fire Department in over 50 years.

2025 brought challenges in documenting precise data that could be relied upon for accurate response time reporting. One of the challenges was the change from documenting times by the use of Spillman in the apparatus to documenting times via radio communications with dispatch. Another challenge was the transition to ImageTrend. Emergency Reporting had been the Records Management and Incident Reporting system for Yakima Fire Department since 2005. While we are presenting the data as documented, going forward we are making changes to the processes to continue to improve the accuracy of the data we document and share.

Structure Fires

Turnout Time: The City of Yakima Fire Department has adopted a turnout time standard of 120 seconds for a fire suppression incident. The department should meet this standard 90% of the time.

2025 Average- 181 Seconds
Met standard- 28%

Travel Time: The City of Yakima Fire Department has adopted a travel time standard of 240 seconds for the arrival of the first engine company to a fire suppression incident. The department should meet this standard 90% of the time.

2025 Average- 201 Seconds
Met standard- 72%



Playground equipment fire on the Greenway

Full First Alarm Assignment: The City of Yakima Fire Department has adopted a response time standard of 480 seconds for the arrival of the full complement of a first alarm response to a fire suppression incident. The department should meet this standard 90% of the time.

2025 Average- 512 seconds
Met standard- 52%

Emergency Medical Service (EMS)

Turnout Time: The City of Yakima Fire Department has adopted a turnout time standard of 90 seconds for an EMS incident. The department should meet this standard 90% of the time.

2025 Average- 124 Seconds
Met standard- 29%

Travel Time: The City of Yakima Fire Department has adopted a travel time standard of 240 seconds for an EMS incident. The department should meet this standard 90% of the time.

2025 Average- 221 seconds
Met standard- 67%

Special Operations (Hazardous Materials and Technical Rescue)

Turnout Time: The City of Yakima Fire Department has adopted a turnout time standard of 120 seconds for a technical rescue incident. The department should meet this standard 90% of the time.

2025 Average- 209 seconds
Met standard- 41%

Travel Time (Hazmat Ops Only): The City of Yakima Fire Department has adopted a travel time standard of 240 seconds for a special operations incident. The department should meet this standard 90% of the time.

2025 Average- 336 Seconds
Met standard- 11%

Aircraft Rescue and Firefighter (ARFF)

Turnout/Travel Time: The City of Yakima Fire Department has adopted a turnout/travel time standard of 179 seconds for an ARFF incident. This standard should be met 100% of the time.

2025 Average- 131 seconds
Met standard- 75%

Wildland Fire

Turnout Time: The City of Yakima Fire Department has adopted a turnout time standard of 120 seconds for a wildland fire incident. The department should meet this standard 90% of the time.

2025 Average- 204 Seconds
Met standard- 59%

Travel Time: The City of Yakima Fire Department has adopted a travel time standard of 240 seconds for a wildland fire incident. The department should meet this standard 90% of the time.

2025 Average- 485 Seconds
Met standard- 68%

Training Division

Overview

In 2025, the Yakima Fire Department's Training Division advanced firefighter readiness, technical expertise and professional development. Through recruit academies, certification programs and specialized training, the division strengthened operational capability and ensured personnel were fully prepared to respond safely and effectively to emergencies across Yakima. In total, the Training Division facilitated over 7,000 hours of training across all programs, spanning all ranks from new recruits to senior officers, emphasizing both technical proficiency and leadership development.

Recruit Academy

In May and June, Yakima Fire Department (YFD) conducted a condensed two-month Central Washington Fire Training Academy (CWFTA) for six experienced recruits employed by the City of Yakima, Kittitas Fire and Rescue and Sunnyside Fire Department. Led by Firefighter Holly and Training Lieutenant Ty Brown, with specialty instruction from YFD personnel, the Academy provided over 2,700 hours of training. Recruits achieved nationally recognized standards, earning IFSAC certifications in Firefighter I, Hazmat Awareness and Hazmat Operations. These certifications ensure readiness for front-line operations as well as comply with national standards.



New recruits at Academy Graduation

Driver/Operator & Aerial Apparatus Training

Probationary firefighters completed a month-long Driver/Operator Academy, achieving IFSAC Driver/Operator (Pumper) certification. YFD also hosted a two-day Regional Aerial Apparatus Academy for personnel from neighboring agencies, including Selah, West Valley, Toppenish, Yakima County Fire District 5 and Sunnyside. These programs expanded the number of trained Driver/Operators and Aerial Apparatus Operators while fostering multi-agency collaboration and strengthening regional emergency response capacity.

Certification & Leadership Development

The division emphasized IFSAC certifications across all ranks and implemented an Officer Development Program, providing structured pathways for leadership and professional growth. A clear career pathway connects Recruit Academy graduates to senior leadership roles, reinforcing professional development and organizational stability.

Specialized Training

In 2025, YFD advanced several specialized programs to enhance technical skills, investigative expertise and operational readiness:

- **Fire Investigator Training:** Personnel received advanced instruction in fire scene analysis, evidence preservation and investigative techniques, preparing them to handle a wide range of fire cases, including felony arson. Coordination with law enforcement ensured legal compliance and strengthened investigative judgment.
- **Hazardous Material (HazMat) Technician Training:** HazMat personnel trained in identification, containment and mitigation of hazardous substances, decontamination procedures, specialized equipment use and incident command integration with fire, EMS and law enforcement. This enhanced readiness for chemical, biological, radiological and other high-risk hazardous material incidents.
- **Drone Operator Training:** Personnel learned safe drone deployment, aerial scene assessment, data collection and coordination with incident command. These skills improve situational awareness, operational efficiency and interagency collaboration for fire investigations, search and rescue incidents and large-scale incident management.
- **Water Rescue Training:** Twelve personnel obtained swift water rescue certification through joint exercises with the Yakima County Sheriff's Office, focusing on safe rescue techniques, multi-agency coordination and operational readiness. This builds a foundation that supports future boat operations and large-scale water rescue exercises.

Training Division Outcomes – 2025

- 7,000+ total training hours across all programs
- 2,700+ hours dedicated to Recruit Academy
- Six recruits trained and certified
- Expanded number of trained Driver/Operator and aerial apparatus operators
- Officers participated in leadership and professional development programs
- Twelve personnel certified in swift water rescue
- IFSAC certifications increased by 25% across all department members
- Active collaboration with multiple regional agencies
- Established a career pathway from Recruit Academy to Senior Chief Officer

Looking Ahead to 2026

The Training Division will continue expanding operational readiness, growing certification opportunities and strengthening leadership development across all ranks. By maintaining a focus

on safety, professional growth and regional collaboration, YFD ensures personnel remain highly skilled, confident and capable of delivering exceptional service to the Yakima community.

Community Risk Reduction Division

Overview

The Community Risk Reduction Division (CRR) works to prevent emergencies before they occur through data-driven inspections, community education and strategic partnerships. In 2025, the division emphasized outreach to high-risk populations, leveraging data to prioritize safety interventions and ensure the greatest impact on public well-being.

CRR Impact

Preventive programs are crucial to reducing both the frequency and severity of emergencies. Key focus areas include:

- **Smoke Alarm Installation and Home Safety Surveys:** Protecting residents by ensuring smoke alarms are functional and by identifying potential fire hazards in the home.
- **Youth Fire Safety Education & Juvenile Fire Setter Programs:** Teaching children safe behaviors and intervening early with at-risk youth to prevent future incidents.
- **Car Seat Safety Inspections:** Ensuring proper installation to prevent injury during vehicle collisions.
- **Fall Prevention and Consistent Care Advocacy:** Addressing other safety risks in homes, especially for seniors, to reduce injuries and hospitalizations.



Crew member checking a Smoke Alarm

These initiatives minimize property loss, reduce injuries and foster community awareness and preparedness. We would like to acknowledge our Community Partners who collaborated with us on these programs: The American Red Cross, the School Safety Operations and Coordination Center (SSOCC) and Yakima and West Valley School Districts.

Community Risk Reduction – 2025 by the Numbers

Program	Total
Smoke Alarms Installed	21
Home Safety Surveys Completed	6
School Visits/Student Contacts	12 schools/650 students
Car Seats Installed/Inspected	16
Juvenile Fire Setter Interventions	5
Community Events Attended	10

Operations & Code Enforcement – 2025 by the Numbers

Inspection Type	Total
Annual Commercial Fire Inspections	188
Annual School Inspections	35
Compliance Re-Inspections	900
Annual Daycare Inspections	168
Fire System Hazard Inspections	328
Quarterly Fuel Inspections	20
Event Inspections	16
Site Visits/Knox Box Checks	70
Business Fire Inspections	1650

Public Engagement & Communication

- Expanded social media presence and local media coverage to increase public awareness of safety programs.
- Integrated public information responsibilities with CRR messaging, ensuring consistent outreach and community engagement.
- Enhanced internal training so all personnel are equipped to communicate prevention strategies effectively.

Looking Ahead to 2026

The CRR Division plans to expand outreach, refine inspection programs and strengthen partnerships. Initiatives will include a self-inspection program for low-risk occupancies, aiming to reach 100% of occupancies within city limits while broadening safety awareness.

Fleet Maintenance Division

The Fleet Maintenance Division ensures the operational readiness, safety and reliability of the department's emergency response fleet, equipment and facilities. The division's work directly supports frontline operations by keeping apparatus and critical systems in peak condition for emergency response.

Staffing & Certification

The division is staffed by two full-time mechanics who maintain and repair all fire apparatus and specialized support equipment. In compliance with Washington State law, repairs to firefighting components of emergency vehicles must be performed by a certified Emergency Vehicle Technician (EVT), National Institute for Automotive Service Excellence (ASE) certified technician or factory-qualified individual.

- **Fire Mechanic II** holds EVT Level I, Level II and Level III Master Certification as well as M1 Fleet Management Level I certification.
- **Fire Mechanic I** holds EVT Level I and one Level II certification. He is also actively progressing toward Master-level certification.

These certifications represent the highest professional standards in emergency vehicle maintenance and ensure full regulatory compliance.

Fleet & Equipment Maintenance

Under the supervision of the Deputy Chief of Operations, the division maintains approximately 60 emergency and support vehicles, including:

- Fire engines
- Ladder trucks
- Rescue vehicles
- Brush trucks
- Support vehicles
- Rescue boat and raft
- Command vehicles
- 6x6 UTVs
- Backhoe
- Bucket truck
- Forklift

In addition to fleet maintenance, the division services and repairs critical life-safety systems, facility infrastructure and specialized equipment, including:

- Self-Contained Breathing Apparatus (SCBA) air systems
- Air compressors for engines and ladder trucks
- Station generators
- Vehicle exhaust removal systems
- Specialized firefighting tools and equipment
- Programming and installation of mobile and portable radios
- Installation and upfitting of emergency lighting systems

The division also maintains frontline operational tools used daily by firefighters, including chain and circular saws, portable and vehicle-mounted generators, hydraulic rescue tool systems, positive pressure ventilation fans and small hand tools.

Operational Activity

In 2025, the division completed 551 repair and maintenance work orders submitted by on-duty fire crews. Work orders included apparatus repairs, emergency lighting and radio programming, communications equipment service, facility maintenance, preventative inspections and critical emergency apparatus repairs. These efforts ensured all vehicles and equipment remained in peak operating condition and were response-ready at all times.

Commitment to Readiness & Safety

The Fire Maintenance Division plays a vital role in firefighter safety, regulatory compliance and uninterrupted emergency response capability. Through preventative maintenance programs, ongoing professional certification and rapid response to repair needs, the division ensures dependable equipment for every emergency response.

Fire Department Facilities

Yakima Fire Department operates out of five fire stations, three of which have been in service for over 50 years, located throughout the City of Yakima. These fire stations house both personnel and equipment for 24-hour emergency response; firefighters live and work out of these fire stations during their assigned shift. The oldest fire station was built and placed in service in 1968 while the newest fire station was built in 1996.

Annual facility needs have been a challenge for staff to maintain because of the aging infrastructure of these buildings. Yakima Fire Department, in coordination with other city divisions, has been working to address those needs.

Accomplishments for 2025

- Emergency generator installed at Station 93. This generator powers the station when a power outage occurs and had been out of service for over two years. We were able to complete this capital improvement with assistance from REET funds.
- Reroof over apparatus bay and kitchen area of Station 94. This roof had been showing signs of leaking and damage to the interior of the apparatus bay for over a year. We were able to complete this capital improvement with assistance from REET funds.



New emergency generator at Station 93

2026 Projected Projects

- Remodel of sleeping area for personnel at Station 95. This will involve enclosing the bedrooms and installing new flooring to improve quality of life.
- Replace failing concrete at Station 92. This concrete has settled over the past 10 years and is becoming a safety concern as potential failure could cause damage to fire apparatus.
- Hardscape/Xeriscape of large grassy areas at Stations 93 and 95. This project is designed to help reduce water consumption during drought conditions in the region.

SunComm

Call Statistics

In 2025, SunComm handled significant call volume across multiple communication channels:

Total 911 Calls: 147,030
Abandoned 911 Calls: 10,912
Incoming Administrative Lines: 34,233
Outgoing Calls: 86,398

911 Call Answer Times

The National Emergency Number Association (NENA) standard requires that 90% of 911 calls be answered within 15 seconds and 95% within 20 seconds. SunComm exceeded these benchmarks during all hours of operation.

Answer Time Performance:

0–10 seconds: 97.75% (143,726 calls)
11–15 seconds: 1.60% (2,354 calls)
16–20 seconds: 0.39% (567 calls)
Over 20 seconds: 0.26% (387 calls total)

Overall, more than 99% of calls were answered within 15 seconds, and nearly 99.75% were answered within 20 seconds.

Dispatch Statistics

Yakima Police Department

Dispatched Incidents: 23,809
Traffic Stops: 27,602

Toppenish Police Department

Dispatched Incidents: 1,037
Traffic Stops: 499

Union Gap Police Department

Dispatched Incidents: 5,657
Traffic Stops: 1,946

Yakima Fire Department

Dispatched Incidents: 9,868

Yakima Training Center Fire Department

Dispatched Incidents: 158

Warrant Entry

SunComm entered 2,542 Yakima Police Department warrants into Spillman, WACIC, and NCIC, ensuring statewide and nationwide accessibility within 72 hours in compliance with Washington State ACCESS standards. Each warrant required approximately 20 minutes to process, totaling an estimated 947 staff hours dedicated to warrant entry in 2025.

Record Requests

In 2025, SunComm processed approximately 2,826 record requests. These included 911 audio recordings, radio recordings and CAD incident records requested by partner agencies, investigators, prosecutors and members of the public.

Personnel

SunComm maintained 34 allocated positions in 2025, including administrative, supervisory and line-level staff. By year-end all administrative positions were filled as were all seven supervisory positions. Of the 24 line-level positions 22 were staffed with two vacancies remaining. During the year, nine telecommunicators were hired and seven separated from employment. Improved staffing levels reduced overtime, increased opportunities for time off and enhanced focus and efficiency while on duty.

Training

In 2025, Washington State implemented the Public Safety Telecommunicator Certification Program, requiring certification prior to independently answering or dispatching 911 calls. Existing employees received Legacy Certification and completed at least 24 hours of continuing education. New hires completed classroom and on-the-job training and earned Initial Telecommunicator Certification while working toward required continuing education hours. Agency-wide training focused heavily on Emergency Medical Dispatch (EMD) protocols through the International Academies of Emergency Dispatch (IAED). Employees also participated in leadership, peer support, wellness and software trainings including CodeRed and StarChase. Six employees completed probation and were cleared for independent work, while six others remained in training.

Public Education and Community Outreach

SunComm expanded its Public Education Program in 2025, participating in interagency training, school presentations, career fairs and community events throughout the region. These outreach efforts strengthened community partnerships and increased public awareness of 9-1-1 services and career opportunities in emergency communications.

Peer Support Team

All six Peer Support Team members became certified Peer Supporters through the State of Washington, completing 48 hours of training. The team responded to dozens of callouts and

conducted hundreds of peer support contacts in 2025, reinforcing employee wellness and resilience.

TERT Participation

SunComm maintained active participation in the Washington State Telecommunicator Emergency Response Team (TERT). While no deployments were required in 2025, members maintained certification and readiness to deploy.

ProQA Quality Assurance

The ProQA Quality Assurance Team completed 808 reviews in 2025, including 695 random and 113 focused reviews. More than 60,000 individual questions and instructions were evaluated for accuracy and compliance, ensuring high standards in emergency medical dispatch protocols.