Kittitas Reclamation District

Policies & Procedures Manual

Updated September 2026

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I. DEFINITIONS

DEFINITIONS. The following words, phrases, and terms have the following meanings throughout these rules, regulations, and policies.

"Approved Measuring Device" means (i) a Cipoletti weir that meets the design and operational requirements of Cipoletti weirs as set forth in the United States Bureau of Reclamation (USBR) Water Measurement Manual, Chapter 7, Subsection 12; (ii) flumes that are designed and operated consistent with the requirements of the USBR Water Measurement Manual, Chapter 8; (iii) submerged orifices, so long as the submerged orifices are designed and meet the design criteria of the USBR Water Measurement Manual, Chapter 9; and (iv) acoustic flow meters, so long as the acoustic flow meters meet the design and operational criteria as set forth in the USBR Water Measurement Manual, Chapter 10; or (v) such other water measuring device approved by the KRD Management that provides the KRD with the ability to accurately measure and record water use.

"**Bridge**" means a manmade object used to cross a canal or lateral which spans the canal or lateral for vehicle and or pedestrian purposes. A Bridge can be either a:

- **"KRD Bridge"** means bridges constructed and/or owned, maintained, and inspected by the Kittitas Reclamation District.
- **"Landowner Bridge or Farm Bridge"** means a bridge constructed and owned by an individual or entity other than USBR and/or KRD or a bridge that could have been originally constructed by USBR, no longer needed for project purposes, and has been solely used by landowners and is no longer the responsibility of the KRD or the USBR.
- **"USBR Bridge"** means bridges constructed, owned, maintained, and inspected by the United States Bureau of Reclamation.

"Crossing License" means a revocable license which authorizes a third party to cross, either by vehicle, equipment or foot, KRD Facilities.

"Ditch Rider" means the KRD personnel assigned to the Turnout who takes water orders and distributes water from the KRD canal or lateral.

"Diversion" or "Withdrawal Facilities" or "**Turnout**" means a designated point where KRD diverts, measures, and distributes water from its canals and laterals to a Water Distribution System owned by a third party(ies). The KRD will own, operate, repair, and maintain any facilities that are within the KRD right-of-way determined to be part of the existing KRD managed infrastructure.

"**Diversion License**" or "**Turnout License**" means a revocable license, which authorizes a third party to construct a new diversion/turnout and/or modify an existing Diversion/Turnout on existing KRD Facilities.

"Division" means any division of a Kittitas County tax parcel containing KRD assessed irrigable acreage within it that creates one (1) or more new tax parcel(s) or changes or adjusts the boundaries of one (1) or more tax parcel(s) through a plat, subdivision, boundary line adjustment, or any other division authorized by Kittitas County Code.

"Division Fee" means the fee charged by KRD to review and approve a division. As of the enactment of this Policy, the Division Fee is $250 for up to four (4) lotsin the Division. Additional lots are $120 each. The KRD Board of Directors ("KRD Board") may, by resolution, increase the Division Fee in the future. A Boundary Line Adjustment (hereinafter referred to as a "BLA") will result in a Division Fee being due for each lot which has a boundary line adjusted as a result of the BLA.

"**Facility Modification License**" means a revocable license s which authorizes a third party to make approved modifications to existing KRD Facilities.

"Irrigable Acreage" means the classification assigned by the United States Bureau of Reclamation ("USBR") to acreage, which is based on soil type. Only acres classified as Classification 1, 2, and 3 are entitled to receive irrigation water from KRD.

"KRD" means the Kittitas Reclamation District, an irrigation district organized pursuant to Chapter 87.03 RCW.

"Canal Facilities" means: i) any and all canals, laterals, pipes or other ditches owned by the KRD; ii) any and all canals, laterals, pipes or other ditches owned by the USBR and made available to the KRD to deliver irrigation water; and iii) any and all canals, laterals, pipes or other ditches, regardless of who owns the canals, laterals, pipes or ditches, maintained and/or used by the KRD for the delivery of irrigation water.

"**KRD Facilities**" means real and personal property owned by KRD.

"KRD Management" means the Secretary/Manager of the KRD and/or his or her designee.

"KRD Water User" means any and all individuals and/or entities who own lands within the KRD service area, which are classified as irrigable and thus entitled to receive irrigation water from the KRD.

"Landowner" means the owner of Irrigable Acreage according to the Kittitas County Assessor's office.

"Landowner Facilities" means any modification or improvement made, with the permission of the KRD, to the existing KRD Diversion to improve the landowner's ability to receive their water

allotment and includes the requirements that the installation, repair, maintenance and operation is the sole responsibility of the landowner.

"Lot(s)" shall mean a defined lot as set forth in the declaration of protective covenants, conditions and establishing a water distribution plan

"Lot Owner" shall mean any person or entity that holds fee title or a vendee's interest under a real estate contract of any Lot. The word "Lot Owner" shall also be construed to include any person or entity who has, or claims to have, a legal or equitable interest in a Lot, including lien and easement holders and tenants or other persons with a possessory right to occupy a lot, including but not limited to tenants, individuals and/or entities not holding fee title or a vendee's interest under a real estate contract, or any subtenants.

"**Modification**" means the act of changing (altering, adding or subtracting) something from existing KRD Facilities.

"Right-of-way" means the area under the KRD canal or lateral or the real property upon which the KRD canal or lateral is located.

"Transferred Works" means real or personal property owned by the United States Bureau of Reclamation but under KRD control by virtue of an amendatory contract between the United States of America and Kittitas Reclamation District, dated January 20, 1949, and recorded in Book 82 of Deeds, Page 69, under Kittitas County Auditor's File No. 208267, as thereafter amended.

"**Turnout License**" or "**Diversion License**" means a revocable license substantially in a format acceptable to KRD which authorizes a third party to construct a new turnout on existing KRD Facilities.

"**USBR**" means the **United States Bureau of Reclamation**, a water management agency that manages, develops, and protects water and related resources in an environmentally and economically sound manner in the interest of the American public.

"Use License" means a revocable license which authorizes a third party to use KRD Facilities for a specified purpose.

"**Vacate**" means releasing the KRD or USBR interest off the specified area, reverting back to its original ownership. There was no compensation because of the action.

"Water Distribution System" means the system within the parcels created by the Division for the delivery of irrigation water from the Turnout to the individual parcels.

"Water Master" means the person appointed in the Water Distribution Plan who orders irrigation water and distributes it from the Turnout through the Water Distribution System to the individual parcels.

“Withdrawal Facilities” means points at which water is withdrawn from KRD Canal Facilities through the use of a valve, gate, pipe, spillway or other mechanical device for withdrawing irrigation water from KRD Canal Facilities.

II. GENERAL

A. KITTITAS RECLAMATION DISTRICT BY-LAWS

Article 1 -The Kittitas Reclamation District (hereinafter referred to as the "District") is organized, formed and governed by Title 87, Revised Code of Washington.

Article 2 - The principle place of business for the District is 315 North Water Street, Ellensburg, Washington 98926, (509)925-6158.

Article 3 - The Directors shall meet in public meeting at the District's principle place of business at 1:00 p.m. on the first Tuesday of each month, or at such other time as may be lawfully designated. Notice of the date of each meeting shall be published in the official legal newspaper in Kittitas County once each year in December.

Article 4 - There shall be five Directors, whose term shall be for three years, who shall be elected or appointed in accordance with Title 87, Revised Code of Washington. The Board shall have the power and it shall be its duty to adopt a seal of the District.

Article 5 - The Directors of the District shall organize as a Board and shall elect a Chairman and Vice Chairman from their number, appoint a Secretary/Manager and a Treasurer each year at the first meeting in January. A majority of the number of Directors of the District shall constitute a quorum for the transaction of business and in all matters requiring action by the Board there shall be concurrence of at least a majority of the Directors present. A member of the board shall be considered present at any meeting of the board, notwithstanding the physical presence of a Director or Directors at locations other than the place where the meeting is physically being held, when said Board member(s) shall be in communication with the other Board members present and members of the public attending such a meeting, either by telephone or other electronic means, and capable both of receiving and transmitting messages or communications. The Directors present at a duly organized meeting may continue to transact business until final adjournment notwithstanding the withdrawal of enough Directors to leave less than a quorum. The Directors present may continue a meeting by majority vote to another date, place and time.

Article 6 - The Board of Directors shall establish policies and formulate rules and regulations for operation of the District, as authorized and required under Title 87, Revised Code of Washington, and in accordance with the District's Repayment contract and Federal Reclamation Law, and for the equitable distribution of water to the lands of the district; and shall generally perform all such acts as shall be necessary to fully carry out the provisions of RCW 87.03.

Article 7 - The Secretary/Manager shall be responsible for the total operation of the district in accordance with Title 87 RCW and the rules and regulations established by the Board of Directors, and is authorized to make investments of District funds and to make expenditures for supplies, services, equipment and staff travel. Staff with signatory authority shall assume the duties of the Secretary/Manager in the absence of the Secretary/Manager.

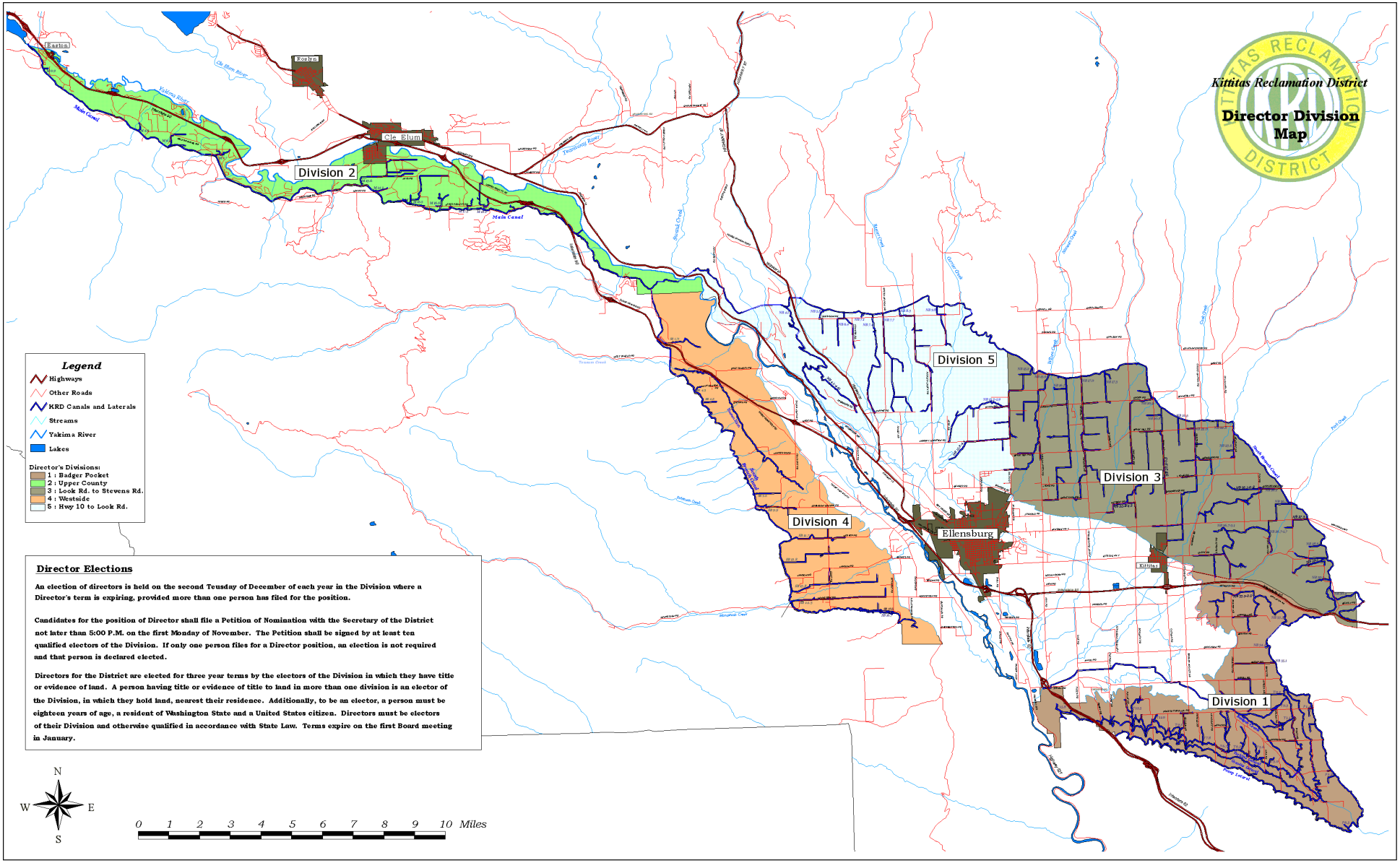
B. DIRECTOR DIVISIONS

Kittitas Reclamation District is operated by the landowners of the District for their mutual benefit. The District is divided into five director divisions with one landowner elected to represent each division. Those five landowners, chosen by the other qualified electors, form the KRD Board of Directors. A map of the Director Divisions is set forth on the following page.

Directors are elected in the manner prescribed in Chapter 87.04 and 87.03 Revised Code of Washington. (See KRD's Election Policy)

The term of office for a director is three years. A director's term starts on the first Tuesday of the January following the director's election. Regular monthly meetings of the Board of Directors are held at the District Office on the first Tuesday of each month at 1:00 p.m. Special meetings may be called at any time, as circumstances dictate.

Directors are responsible for managing and conducting all the business and affairs of the district. They receive no salary but are compensated for attending meetings or when otherwise doing District business, and reimbursed for necessary expenses such as travel, lodging, food, etc., when on District business.


Kittitas Reclamation District
Director Division Map
KITTITAS RECLAMATION DISTRICT
Legend
Highways
Other Roads
KRD Canals and Laterals
Streams
Yakima River
Lakes
Director's Divisions:
1 : Badger Pocket
2 : Upper County
3 : Look Rd. to Stevens Rd.
4 : Westside
5 : Hwy 10 to Look Rd.
Division 1
Division 2
Division 3
Division 4
Division 5
Easton
Roslyn
Cle Elum
Ellensburg
Kittitas
Director Elections
An election of directors is held on the second Teusday of December of each year in the Division where a Director's term is expiring, provided more than one person has filed for the position.
Candidates for the position of Director shall file a Petition of Nomination with the Secretary of the District not later than 5:00 P.M. on the first Monday of November. The Petition shall be signed by at least ten qualified electors of the Division. If only one person files for a Director position, an election is not required and that person is declared elected.
Directors for the District are elected for three year terms by the electors of the Division in which they have title or evidence of land. A person having title or evidence of title to land in more than one division is an elector of the Division, in which they hold land, nearest their residence. Additionally, to be an elector, a person must be eighteen years of age, a resident of Washington State and a United States citizen. Directors must be electors of their Division and otherwise qualified in accordance with State Law. Terms expire on the first Board meeting in January.
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0 1 2 3 4 5 6 7 8 9 10 Miles

C. MAIL-IN BALLOT ELECTION POLICY AND PROCEDURES

Adopted by Resolution No. 2026-08, September 1, 2026

ARTICLE 1. PURPOSE, AUTHORITY, AND DEFINITIONS

1.1 **Purpose.** This Policy establishes the procedures by which Kittitas Reclamation District (the "District") conducts elections for District directors using only mail-in ballots, in lieu of polling places and absentee ballots, as authorized by RCW 87.03.032(2).

1.2 **Authority.** This Policy is adopted under RCW 87.03.032(2) and is to be read together with chapter 87.03 RCW (in particular RCW 87.03.031 through 87.03.034, 87.03.051, 87.03.056, 87.03.058, 87.03.071, 87.03.075, 87.03.080, 87.03.081, 87.03.082, 87.03.085, 87.03.090, 87.03.095, 87.03.100, 87.03.105, and 87.03.110, as most recently amended by Laws of 2025, ch. 191) and chapter 87.04 RCW (in particular RCW 87.04.010, 87.04.020, and 87.04.080). Where this Policy is silent, the governing statutes control. The District qualifies for and has designated its own treasurer as provided in RCW 87.03.440; accordingly, RCW 87.03.056, RCW 87.03.058, and RCW 87.03.085(2) apply to the District by their terms, and the requirements of those statutes as set forth in this Policy are mandatory.

1.3 **Scope.** This Policy governs the regular annual election of District directors held on the second Tuesday of December of each year under RCW 87.03.080. It governs any other District election only if and to the extent the Board so provides by separate resolution and the statutes governing that election permit voting solely by mail.

1.4 **Definitions.** As used in this Policy:

(a) "Ballot Packet" means the materials mailed or delivered to a Qualified Elector under Article 6, consisting of the Ballot, the Security Envelope, the Return Envelope, the Certificate of Qualifications, and voter instructions.

(b) "Board" means the Board of Directors of the District.

(c) "Business Day" means any day other than a Saturday, Sunday, or legal holiday recognized under RCW 1.16.050.

(d) "Certificate of Qualifications" means the certificate described in RCW 87.03.033(1)(c) and (d) and Section 6.4 of this Policy.

(e) "Close of the Polls" means 8:00 p.m. Pacific Time on Election Day. Because no polling place is established under this Policy, the Close of the Polls is the deadline established by this Policy for the purposes served by that term in RCW 87.03.033 and RCW 87.03.051.

(f) "Director Division" or "Division" means a director division of the District established under chapter 87.04 RCW, as designated and bounded in the order of the board of county commissioners on file with the auditor of each county in which any part of the District is situated.

(g) "Election Day" means the second Tuesday of December, or such other date as is fixed by law for the election in question.

(h) "Election Officials" means the individuals appointed by the Board under Section 8.1 to receive, secure, process, tabulate, and reconcile Ballots, together with District staff designated by the Board to assist them.

(i) "Entity" means a corporation, general partnership, limited partnership, limited liability company, or other legal entity formed under the laws of the State of Washington or qualified to do business in the State of Washington, as provided in RCW 87.03.051.

(j) "Ownership" means the aggregate of all assessable acres owned by an elector, individually or jointly, within the District, as provided in RCW 87.03.051.

(k) "Qualified Elector" means a person or Entity qualified to vote in a District election under Article 2.

(l) "Return Envelope" means the outer envelope in which the sealed Security Envelope is returned, bearing the Certificate of Qualifications or accompanied by it.

(m) "Secretary" means the Secretary of the Board or the Secretary's designee.

(n) "Security Envelope" means the inner envelope described in RCW 87.03.033(1)(a) and (b), which may bear instructions for completing the Ballot and an identification of the position being contested, but no other marks that would identify the elector.

1.5 Provisions Displaced by a Mail-In Election. RCW 87.03.032(2) authorizes the District to conduct an election using only mail-in ballots in lieu of polling places and absentee ballots. Accordingly, in an election conducted under this Policy: (a) no election precinct polling place is designated and the provisions of RCW 87.03.085(1) and 87.03.090 governing the designation of polling places, the appointment of precinct inspectors and judges, and voting hours do not apply, except that the notice requirements of RCW

87.03.085(1) are observed as provided in Section 5.2; (b) the provisions of RCW 87.03.095 governing voting while the polls remain open and the counting of votes at the polling place are displaced by Articles 8 and 9 of this Policy; (c) the separate absentee ballot procedure of RCW 87.03.031 through 87.03.034 is not administered as such, but the ballot form, envelope, certificate, deadline, custody, and canvass requirements of RCW 87.03.033 and 87.03.034 govern mail-in ballots as provided in Articles 6, 7, 9, and 12, RCW 87.03.033(1) having been amended in 2025 to apply expressly to "ballots in a mail-in election"; and (d) except for the notice-posting duty under RCW 87.03.085(1), which is performed by election precinct as provided in Section 5.2, the Director Division is the operative unit wherever a provision of chapter 87.03 RCW refers to an election precinct for the casting, tallying, or reporting of votes, as provided in Section 12.4. Nothing in this Section dispenses with any requirement of RCW 87.03.056.

ARTICLE 2. QUALIFIED ELECTORS

2.1 **Individual Electors.** Under RCW 87.03.051, an individual is a Qualified Elector if the individual is 18 years of age or older, is a citizen of the United States, is a resident of the State of Washington, and holds title or evidence of title to land in the District that is assessed or is assessable by the District pursuant to federal and state law. Residence within the District or within the county or counties in which the District is situated is not required of an elector.

2.2 **Entity Electors.** An Entity owning land in the District is recognized as a Qualified Elector. An Entity votes through an agent duly authorized in writing, who votes on behalf of the Entity by filing the agent's instrument of authority with the Election Officials. The instrument of authority must be filed with the Secretary not later than the Close of the Polls and should accompany the returned Ballot. An agent so authorized is considered an elector of the District. The Secretary may accept an instrument of authority on file from a prior election if the Entity confirms in writing that it remains in effect.

2.3 **Assignment of Electors to Divisions.** Under RCW 87.04.010, a Qualified Elector is an elector of the Division in which the elector holds title or evidence of title to land. An elector holding title or evidence of title to land in more than one Division is an elector of the Division nearest the elector's place of residence. An Entity's authorized agent votes in the Division in which the Entity's land is located, or, if the Entity owns land in more than one Division, in the Division nearest the location of the Entity's principal office. The Secretary shall make the initial Division assignment for each Qualified Elector from District records;

an elector who disputes the assignment may submit a written request for correction, which the Secretary shall determine before Ballots are mailed, subject to review by the Board.

2.4 Number of Votes. Under RCW 87.03.051, voting rights are allocated at the rate of two votes for each five acres of assessable land or fraction thereof within an Ownership. The District levies its assessments on an acreage basis and not on a share basis. For purposes of this Policy, the assessable acres constituting an Ownership are the acres of that Ownership that the District has designated as irrigable and that are assessed or are assessable by the District under the assessment roll prepared and equalized pursuant to RCW 87.03.240 through 87.03.260. Acres within a parcel that the District has not designated as irrigable are not counted in determining the number of votes allocated to an Ownership. Because RCW 87.03.051 extends elector status to a person holding title or evidence of title to land that is assessed "or is assessable," acres designated as irrigable that do not appear on the current assessment roll — by reason of segregation under RCW 87.03.285 through 87.03.305, recent inclusion of lands under RCW 87.03.560 through 87.03.600, or clerical omission — shall be treated as assessable and counted, and the Secretary shall record the basis for the determination in the elector roll. No one Ownership may accumulate more than forty-nine percent (49%) of the votes in the District; if the votes otherwise allocable to an Ownership would exceed that limit, the Secretary shall reduce that Ownership's votes to forty-nine percent (49%) of the total votes then allocable in the District, and shall note the reduction in the elector roll. If more than fifty percent (50%) of the total acreage of the District is owned in individual ownerships of less than five acres, then, as provided in RCW 87.03.071, each elector otherwise qualified under RCW 87.03.051 is entitled to two votes regardless of the size of the Ownership, each Ownership is represented by two votes, and the Board shall so determine and record before Ballots are prepared.

2.5 Ownerships Held by More Than One Person. Where a single Ownership is held by more than one person or entity, the votes for that Ownership are exercised by common agreement among the electors. Written evidence of the common agreement, signed by the co-owners, must be submitted to the Secretary at least twenty-four (24) hours before the Close of the Polls. Where land is held as community property, the accumulated votes may be divided equally between the spouses, and no common agreement need be submitted. Except in the case of community property, if no common agreement is submitted within the time required, the Election Officials shall recognize as the elector authorized to cast the votes for that Ownership the co-owner whose validly executed Ballot for that Ownership is first received by the Secretary, and shall reject any later-received Ballot cast for the same

Ownership. This Section adapts to a mail-in election the rule of RCW 87.03.051 recognizing the first elector to appear on election day.

2.6 **Elector Roll.** Not later than sixty (60) days before Election Day, the Secretary shall prepare an elector roll listing, for each Division, each Qualified Elector known to the District, the elector's mailing address, the parcel or parcels constituting the elector's Ownership, the assessable acres of that Ownership determined under Section 2.4, and the number of votes the elector is entitled to cast. The roll shall be derived from the District's assessment roll and other District records. The District does not prepare a toll and charge roll, and the reference to such a roll in RCW 87.03.032(2) and RCW 87.03.085(2)(a)(ii) is therefore inapplicable to the District; should the District hereafter prepare a toll and charge roll, the Secretary shall use it as an additional source in preparing the elector roll. The Secretary may also use the county assessor's records and other public records to assist in determining Qualified Electors, as authorized by RCW 87.03.032(2). The Secretary shall update the roll through Election Day to reflect transfers of title, corrections, and determinations made under Section 2.7.

2.7 **Persons Not Receiving a Ballot.** As provided in RCW 87.03.032(2), a person or Entity that has not received a Ballot and believes it is a Qualified Elector may present at the District's main office, by the close of business on the day before Election Day, documents demonstrating that it is a Qualified Elector, and shall receive a Ballot if qualified to vote in the election. Acceptable documents include a recorded deed, real estate contract, title report, or other evidence of title, together with, for an Entity, an instrument of authority for the agent. The Secretary shall determine qualification, issue a Ballot Packet if the person or Entity is qualified, and record the determination in the ballot accounting log. Neither the receipt nor the non-receipt of a Ballot or of the annual notice described in Section 5.1 affects whether a person or Entity is a Qualified Elector.

2.8 **Electors Qualifying After Notice.** Any person or Entity that becomes a Qualified Elector after the annual notice described in Section 5.1 and before the election is eligible to vote in that election, consistent with RCW 87.03.085(2)(a)(iv).

ARTICLE 3. QUALIFICATIONS AND ELECTION OF DIRECTORS

3.1 **One Director per Division.** The District is divided into five (5) Director Divisions, numbered 1 through 5. Under RCW 87.04.010, one director is elected for each Director Division by the electors of that Division, and the Board consists of five (5) directors. Only Qualified Electors of a Division may vote for the director position representing that Division, and no director position is elected at large.

3.2 Qualifications of Directors. To be qualified for the office of director of a Division, a candidate must: (a) be a Qualified Elector of the District as defined in RCW 87.03.051; (b) be an elector of the Division for which the candidate seeks election, as determined under Section 2.3 and RCW 87.04.010; and (c) hold title or evidence of title to land within the District, without which no director is qualified to take or retain office, as provided in RCW 87.03.051. In addition, a majority of the directors of the District must be residents of the county or counties in which the District is situated, as required by RCW 87.03.051.

3.3 Qualification of Write-In Candidates. If an undeclared write-in candidate for a director position receives the most votes, the Board shall determine at the canvass whether that candidate is a qualified elector for that specific position. As provided in RCW 87.03.105, a qualified elector for the position of director must be 18 years of age, a citizen of the United States, and a resident of the Division of the District for which the director is being elected, or the designated agent of an Entity that owns land within that Division. If the write-in candidate is not so qualified, the qualified elector receiving the next highest number of votes is deemed elected to the position.

3.4 Terms; Rotation Among Divisions. The term of each director is three years commencing on the first Tuesday of January following the election, as provided in RCW 87.03.080, and directors are elected from the Divisions in rotation as their respective terms expire, as provided in RCW 87.04.080. Because the District has five (5) Divisions and three-year terms, the terms are staggered so that in each year the directors of either one (1) or two (2) Divisions are elected; the Secretary shall maintain a record of the Division and expiration date of each director's term and shall state them in the annual notice under Section 5.1. If following the numerical order of Divisions would in any year result in one Division having more than one director and another Division having none, the electors of the next highest numbered Division without representation on the Board shall elect the director then to be chosen.

3.5 Oath and Official Bond. Before entering upon the duties of office, each director elected under this Policy shall take and subscribe an official oath for the faithful discharge of the duties of the office and shall execute an official bond, as required by RCW 87.03.082. A director who fails to qualify by taking the oath and executing the bond does not take office, and the position is treated as a vacancy under Section 3.6.

3.6 Vacancies. A vacancy in the office of director is filled by appointment by the board of county commissioners of the county in which the proceedings for the organization of the District were had, as provided in RCW 87.03.081. Where the District is divided into Director Divisions, the person appointed must be an elector of the Division concerned, as

provided in RCW 87.04.020. At the next annual election of directors occurring thirty (30) days or more after the date of the appointment, a successor shall be elected who takes office on the first Tuesday in January following and serves for the remainder of the unexpired term. A director appointed to fill a vacancy occurring after the expiration of a director's term serves until a successor is elected and qualified. Upon the occurrence of a vacancy, the Secretary shall promptly notify the board of county commissioners in writing and shall identify the Division concerned and the qualifications required by Section 3.2.

ARTICLE 4. NOMINATION OF CANDIDATES

4.1 **Petition of Nomination Required.** A candidate for director declares candidacy by filing with the Secretary a Petition of Nomination on the form prescribed by the District, as provided in RCW 87.03.075. The Petition of Nomination is the exclusive method of declaring candidacy. Only the names of candidates who have timely filed a sufficient Petition of Nomination shall be printed on the Ballot.

4.2 **Filing Deadline.** A Petition of Nomination must be filed with the Secretary not later than 5:00 p.m. on the first Monday in October preceding Election Day, as provided in RCW 87.03.075. A Petition of Nomination is "filed" only upon actual receipt by the Secretary at the District's principal office, regardless of the means of delivery; a postmark does not constitute filing. Petitions may be delivered in person or by mail. A Petition of Nomination transmitted by facsimile or electronic mail is not filed. The deadline is not subject to extension.

4.3 **Signature Requirement.** A Petition of Nomination must be signed by at least ten (10) Qualified Electors of the Division for which the candidate seeks election, as provided in RCW 87.03.075. Each signer must print his or her name, state the parcel or parcels within the Division by which the signer qualifies as an elector, and date the signature. Where the signer is an Entity, the signature must be that of the Entity's duly authorized agent, accompanied by the instrument of authority. RCW 87.03.075 does not limit the number of Petitions of Nomination a Qualified Elector may sign, and a signature is not invalidated because the signer has also signed a Petition of Nomination for another candidate for the same position. A signature appearing more than once on the same petition is counted once.

4.4 **Contents.** A Petition of Nomination must state the candidate's full name as it is to appear on the Ballot, mailing address, telephone number and e-mail address (if any), the Director Division and director position for which the candidate is a candidate as required by RCW 87.03.075, a description of the land within the District to which the candidate holds title or evidence of title, and the candidate's signed acceptance of nomination and declaration,

under penalty of perjury under the laws of the State of Washington, that the candidate meets the qualifications stated in Section 3.2.

4.5 Availability of Forms. The Secretary shall make the Petition of Nomination form available at the District's principal office and on the District's election information website not later than forty-five (45) days before the filing deadline, together with a statement of the filing deadline, the Divisions and positions to be filled, and the qualifications for office.

4.6 Verification; Notice of Insufficiency. Within five (5) Business Days after a Petition of Nomination is filed, the Secretary shall verify that the candidate appears from District records to be qualified under Section 3.2 and that the petition bears the required number of valid signatures of Qualified Electors of the Division. The Secretary shall promptly notify the candidate in writing of any deficiency. A candidate may cure a deficiency only by filing a corrected or supplemental petition on or before the filing deadline stated in Section 4.2. The Secretary's determination that a petition is insufficient may be appealed to the Board, which shall determine the matter at its next regular meeting or at a special meeting called for that purpose, and in any event before Ballots are printed.

4.7 Withdrawal. A candidate may withdraw by delivering a signed written withdrawal to the Secretary on or before the filing deadline. A withdrawal received after the deadline does not remove the candidate's name from the Ballot, and votes cast for a withdrawn candidate are counted; if a withdrawn candidate receives the highest number of votes and declines to serve, or fails to qualify under Section 3.5, the position is filled as a vacancy under Section 3.6.

4.8 Election Not Required When Position Uncontested. As provided in RCW 87.03.075, in any election for directors where the number of votes which may be received will have no bearing on the length of the term to be served, if after the expiration of the filing deadline it appears that only one qualified candidate has declared candidacy for each position to be filled, it is not necessary to hold an election, and the Board shall at its next meeting declare each such candidate elected as director. The Secretary shall immediately make and deliver to each such person a certificate of election signed by the Secretary and bearing the seal of the District. If the Board cancels the election under this Section, the Secretary shall post notice of the cancellation at the District's principal office and on the District's election information website, and shall not mail Ballot Packets.

4.9 Public Records. Filed Petitions of Nomination are public records of the District and shall be available for inspection at the District's principal office during regular business hours.

ARTICLE 5. NOTICE

5.1 Annual Notice to Electors. As required by RCW 87.03.085(2), and because the District has designated its own treasurer as provided in RCW 87.03.440, the District shall annually notify Qualified Electors, either by mail, by electronic communication, or by posting on the District's website, of: (a) the names of the members of the Board and the dates their terms expire; (b) the method and deadline for declaring candidacy under RCW 87.03.075; and (c) a description of the District's voting procedure, including that the District conducts its director elections solely by mail-in ballot, that no polling places are established, and that no absentee ballot procedure applies. The District shall use its assessment roll or other District records to provide the annual notice to known Qualified Electors, the District not preparing a toll and charge roll, and may also use the county assessor's or other public records to assist in determining Qualified Electors. Where the District makes water deliveries to an entity that is responsible for paying assessments or tolls and charges and that entity subsequently distributes that water to lands within the entity's jurisdiction, the annual notice need be provided only to the entity paying the assessment or toll and charge.

5.2 Notice of Election. Not later than fifteen (15) days before Election Day, the Secretary shall cause notices of the election to be posted in three public places in each election precinct of the District, as required by RCW 87.03.085(1), and shall post a general notice in the office of the Board. Where the District's election precincts do not coincide with its Director Divisions, the Secretary shall additionally post notices in three public places in each Director Division. The Secretary shall maintain a current record of the District's election precincts as established under RCW 87.03.035 and as thereafter changed by the Board. Because the election is conducted solely by mail-in ballot, the notice shall not specify polling places, and shall instead state: (a) the date of the election and the positions and Divisions to be filled; (b) that the election is conducted using only mail-in ballots in lieu of polling places and absentee ballots pursuant to RCW 87.03.032(2) and this Policy; (c) the names of the candidates whose names will appear on the Ballot for each Division; (d) the date on or about which Ballot Packets will be mailed; (e) the Close of the Polls and the deadline for return of Ballots stated in Section 7.2, including the seven-day period for receipt of mailed Ballots; (f) the location and hours of the District's principal office and of any official ballot box or drop location; (g) the procedure under Section 2.7 for a person or Entity that has not received a Ballot; and (h) the date, time, and place at which the Board will convene the canvass, together with a statement that the canvass may be continued from day to day as provided in RCW 87.03.105 and Section 12.2 and that any continued session will be identified in the order of adjournment posted under RCW 42.30.090. The notice of

election shall otherwise conform to the requirements for election notices provided by chapter 87.03 RCW for the election being held.

5.3 Election Information Website. As required by RCW 87.03.085(2)(b), the District shall establish and maintain election information on a website, either individually or through the Washington State Water Resources Association, which shall include at a minimum the names of the members of the Board, the District election rules provided in chapter 87.03 RCW, this Policy, information on elections including election results, and contact information for the District.

ARTICLE 6. BALLOTS AND BALLOT PACKETS

6.1 Form of Ballot. Ballots shall be of uniform size and quality and shall be provided by the District. Each Ballot shall identify the District, the Director Division and director position being voted upon, the date of the election, and the names of the candidates who have timely filed a sufficient Petition of Nomination for that position, and shall contain space for the writing in of the name of an undeclared candidate. No ballot on any form other than the official form shall be received or counted. RCW 87.03.075.

6.2 Weighted Votes. Ballots shall be issued according to the number of votes each elector is entitled to cast, as required by RCW 87.03.075. The Secretary shall implement that requirement by issuing to each Qualified Elector a single Ballot on which is printed the number of votes the elector is entitled to cast, which Ballot, when validly returned and counted, shall be recorded as that number of votes for the candidate marked. The number of votes printed on or represented by the Ballot is determined from the elector roll under Section 2.4 and is subject to correction by the Election Officials at processing if District records show a different entitlement, in which case the corrected entitlement controls and the correction is recorded in the ballot accounting log.

6.3 Contents of Ballot Packet. Each Ballot Packet shall contain: (a) the Ballot or Ballots; (b) a Security Envelope; (c) a Return Envelope; (d) the Certificate of Qualifications, either printed on the Return Envelope or included as a separate form; and (e) written instructions explaining how to mark and return the Ballot, the return deadlines, the two-envelope requirement, the requirement that the Certificate of Qualifications be signed, and the consequences of failing to do so.

6.4 Certificate of Qualifications. The Certificate of Qualifications shall state, with respect to the voter, the voter's name, age, citizenship, and residence, and that the voter holds title or evidence of title to lands within the District which under chapter 87.03 RCW entitles the

voter to vote in the election. The statements shall be certified as correct by the voter by affixing the voter's signature, certifying under penalty of perjury that the voter meets the qualifications to vote. No witness signature is required. RCW 87.03.033(1)(c), (d). The form may provide that the voter describe all or some part of the voter's lands within the District, but a voter otherwise qualified shall not be disqualified because of the absence or inaccuracy of the description given. RCW 87.03.033(2). Where the elector is an Entity, the Certificate of Qualifications shall be executed by the Entity's duly authorized agent and shall be accompanied by the instrument of authority unless one is already on file with the District.

6.5 Two-Envelope Requirement. To ensure secrecy of the vote, the marked Ballot must be sealed in the Security Envelope and the Security Envelope must be sealed within the Return Envelope. The Security Envelope may bear instructions for completing the Ballot and an identification of the position being contested, but must have no other marks that would identify the elector. RCW 87.03.033(1)(a), (b).

6.6 Mailing of Ballot Packets. The Secretary shall mail a Ballot Packet by first class mail to each Qualified Elector shown on the elector roll not later than twenty (20) days before Election Day, addressed to the elector's address of record in District records or, if the District has been furnished a different mailing address in writing, to that address. Ballot Packets for Entity electors shall be mailed to the Entity at its address of record and, if an agent of record is on file, to the agent. The Secretary shall record the date of mailing and the number of Ballot Packets mailed by Division. The District shall not prepay return postage on Return Envelopes.

6.7 Replacement Ballots. A Qualified Elector whose Ballot Packet is lost, spoiled, destroyed, or not received may obtain a replacement Ballot Packet from the Secretary upon signed request at any time before the close of business on the day before Election Day. The Secretary shall record each replacement issued, the date, and the elector's name in the ballot accounting log, and shall mark the original Ballot as void in the log. Not more than one Ballot per vote entitlement shall be counted for any elector; if both an original and a replacement Ballot are returned, the Election Officials shall count the first validly returned Ballot received and reject the other.

6.8 Ballot Accounting. The Secretary shall maintain a ballot accounting log recording the number of Ballot Packets prepared, mailed, issued at the District office under Sections 2.7 and 6.7, returned as undeliverable, received, accepted, challenged, cured, rejected, and tabulated, by Division. The log shall be used in the reconciliation required by Section 9.9.

ARTICLE 7. RETURN OF BALLOTS

7.1 **Methods of Return.** A voted Ballot may be returned only by (a) delivery of the sealed Return Envelope to the District's principal office, or deposit in an official ballot box maintained by the District, prior to the Close of the Polls on Election Day; or (b) mailing the sealed Return Envelope to the Secretary. RCW 87.03.033(1)(a). Ballots may not be returned by facsimile or electronic transmission.

7.2 **Deadlines.** A Ballot delivered under Section 7.1(a) must be received prior to the Close of the Polls on Election Day. A Ballot returned by mail must be postmarked not later than midnight on Election Day and must be received by the Secretary within seven (7) days after Election Day. RCW 87.03.033(1)(a). A mailed Ballot bearing no legible postmark shall be accepted if it is received by the Secretary on or before the third day after Election Day and shall otherwise be rejected as untimely, unless the elector provides other satisfactory evidence of timely mailing. Ballots received after the seven-day period shall not be opened or counted and shall be preserved with the election records.

7.3 **Third-Party Return.** A voted Ballot may be returned by a person other than the elector at the elector's direction. No person may return a Ballot other than as directed by the elector, and no person may, without lawful authority, remove a ballot from a polling place or ballot drop location. RCW 87.03.058.

7.4 **Official Ballot Boxes.** Any ballot box or drop location maintained by the District, including any receptacle at the District's principal office into which Return Envelopes are deposited, must satisfy the requirements of Section 8.4 of this Policy, which implements RCW 87.03.056(2).

7.5 **Custody Pending Processing.** Returned Ballots shall be accumulated and kept unopened by the Secretary, in a secured location, until the period during which Ballots may be received is closed, except that Return Envelopes may be opened and Certificates of Qualifications reviewed in accordance with Article 9. As required by RCW 87.03.056(3)(a), Ballot envelopes may not be opened immediately after voter deposit; the Election Officials shall not open any Return Envelope earlier than the first batch processing session scheduled under Section 8.5, and in no event on the same day the Return Envelope is deposited by a voter.

ARTICLE 8. ELECTION SECURITY REQUIREMENTS (RCW 87.03.056)

8.1 **Applicability; Mandatory Effect.** The District qualifies for and has designated its own treasurer as provided in RCW 87.03.440. The election security requirements of RCW

87.03.056 therefore apply to the District by their terms. This Article, together with Sections 6.8, 7.5, 9.2, 9.4, 9.9, 10.6, 12.1, 12.6, and 13.1 and Articles 10 and 11, implements RCW 87.03.056 in full. The requirements of this Article are mandatory. No Election Official, District staff member, officer, or director may waive, suspend, or vary any requirement of this Article, and no election shall be certified unless the Board finds that the requirements of this Article have been substantially complied with or that any deviation did not affect the outcome of the election.

8.2 Appointment of Election Officials; Exclusion of Candidates. Before the time for posting the notice of election under Section 5.2, the Board shall appoint by motion or resolution not fewer than three (3) Election Officials to receive, secure, process, tabulate, and reconcile Ballots, and shall designate any District staff who will assist them. As required by RCW 87.03.056(2)(d) and (3)(e), no Election Official and no District staff member carrying out official ballot or election duties, and no person participating in the processing of Ballots, may be a candidate on the election ballot. Each Election Official and each designated staff member shall sign a written acknowledgment, retained with the election records, confirming that the person is not a candidate on the ballot and has received a copy of this Article. If a person appointed under this Section becomes a candidate, that person shall immediately cease all ballot and election duties and the Board shall appoint a replacement.

8.3 Two-Person Rule. As required by RCW 87.03.056(1), at all times when Ballots are being controlled, including without limitation receipt, opening of Ballots, certification, tabulation, reconciliation, or any other type of processing, two individuals not on the Ballot must be present. Ballots shall not be handled, transported, opened, examined, tabulated, reconciled, or stored except in the continuous presence of at least two such individuals. Each session in which Ballots are controlled shall be logged, stating the date, the beginning and ending times, the activity performed, and the names and signatures of the individuals present.

8.4 Ballot Boxes and Drop Locations. As required by RCW 87.03.056(2), each ballot box maintained by the District shall comply with the following:

(a) Each ballot box must be secured and locked, with a deposit slot, and clearly marked as an "official ballot box." Ballot box keys must be provided to District Election Officials only, or to designated District staff if available. The Secretary shall maintain a log of all keys issued and returned.

(b) Each ballot box must be closed with tamper-evident seals accompanied by a paper seal log. Each time the box is opened, a new seal log must be signed, with the seal

number noted and dated. When the box is opened, the previous seal log must be compared to the cut seal and initialed. All seal logs must be retained for six (6) months after the day of the election.

(c) Each ballot box must be physically secured so that it cannot be stolen or moved, and may be moved only by District Election Officials, or by designated District staff if available.

(d) No Election Official or District staff member carrying out official ballot or election duties may be a candidate on the election ballot.

(e) Any discrepancy between a seal number and its seal log, any broken or missing seal, and any evidence of tampering shall be documented immediately, reported to the Secretary and to the Board, and preserved with the election records, and the affected Ballots shall be segregated pending determination by the Board.

8.5 Timing and Manner of Opening and Tabulation. As required by RCW 87.03.056(3)(a), Ballot envelopes may not be opened immediately after voter deposit, Ballot tabulation may begin only after the Close of the Polls, and Ballots must be opened in batches rather than individually. The Election Officials shall schedule batch processing sessions, each session covering a batch of not fewer than ten (10) Return Envelopes unless fewer remain to be processed, and shall record in the session log the number of Return Envelopes in each batch. No tabulation, tally, count, or reporting of results, whether preliminary or final, shall occur before the Close of the Polls.

8.6 Separate Storage of Ballots. As required by RCW 87.03.056(3)(c), tabulated Ballots must be stored separately from uncounted Ballots and from Ballots challenged under Article 10. The Election Officials shall maintain at least three separately secured and labeled containers: tabulated Ballots, uncounted or rejected Ballots, and challenged Ballots. Each container shall be sealed and logged in the manner provided in Section 8.4(b) when not in active use.

8.7 Public Observation of Canvassing. As required by RCW 87.03.056(3)(d), canvassing of Ballots shall be open to observation by the public. The Secretary shall state the date, time, and place at which the canvass will convene in the notice of election under Section 5.2 and shall post it on the District's election information website. Each continued session of the canvass under Section 12.2 is likewise open to observation by the public, and the Secretary shall post the order of adjournment identifying the date, time, and place of each continued session in the manner required by RCW 42.30.090 and on the District's election information website. Observers may not handle Ballots, Certificates of Qualifications, or

other election materials, may not photograph or record any Ballot in a manner that would identify an elector, and may not interfere with the work of the Election Officials. The Election Officials may establish and post reasonable rules of decorum and may designate an observation area from which the canvassing process is visible.

8.8 Reconciliation. As required by RCW 87.03.056(3)(b), the number of tabulated Ballots must be reconciled with the number of Ballots received. The reconciliation shall be performed in the manner provided in Section 9.9, using the ballot accounting log maintained under Section 6.8, shall be reduced to writing, shall be signed by the Election Officials performing it, and shall be presented to the Board at the canvass.

8.9 Prohibited Conduct; Penalties. Under RCW 87.03.058, any person who willfully violates any provision of RCW 87.03.056(1) through (3) is guilty of a gross misdemeanor punishable under RCW 9A.20.021; any person who, without lawful authority, removes a ballot from a polling place or ballot drop location is guilty of a gross misdemeanor punishable under RCW 9A.20.021; and a person is guilty of a gross misdemeanor punishable under RCW 9A.20.021 who knowingly deceives any voter in recording his or her vote by providing incorrect or misleading recording information or by providing faulty election equipment or records, or knowingly records the vote of any voter in a manner other than as designated by the voter. The Secretary shall include a statement to this effect in the notice of election, in the voter instructions included in each Ballot Packet, and in the written acknowledgment signed by each Election Official and designated staff member under Section 8.2. Any suspected violation shall be reported to the Board and, where the Board determines it appropriate, to the prosecuting attorney of the county in which the conduct occurred.

8.10 Compliance Officer; Documentation and Annual Review. The Secretary serves as the District's election security compliance officer. The Secretary shall maintain, for each election, a compliance file containing the session logs required by Section 8.3, the key log and seal logs required by Section 8.4, the batch records required by Section 8.5, the container logs required by Section 8.6, the written reconciliation required by Section 8.8, the acknowledgments required by Section 8.2, the challenge and cure records required by Articles 10 and 11, and copies of all postings required by Sections 10.6 and 12.6. Before the canvass, the Secretary shall present to the Board a written report stating whether each requirement of RCW 87.03.056 has been met and describing any deviation and its effect. The Board shall review this Article at least once every three years and shall amend it as necessary to conform to law.

ARTICLE 9. PROCESSING, COUNTING, AND TABULATION

9.1 **Receipt Log.** Upon receipt of each Return Envelope, the Election Officials shall record the date of receipt and, for mailed Ballots, the postmark date, and shall place the unopened Return Envelope in secure storage.

9.2 **Review of Certificates of Qualifications.** In batches, and with two individuals not on the Ballot present, the Election Officials shall open Return Envelopes, remove the Certificate of Qualifications, and determine for each returned Ballot: (a) whether the Certificate of Qualifications is present, complete, and signed; (b) whether the voter is a Qualified Elector of the Division in which the Ballot was cast; (c) the number of votes the voter is entitled to cast; and (d) whether, for an Entity, an instrument of authority is on file or accompanies the Ballot. The sealed Security Envelope shall be removed and separated from the Certificate of Qualifications and from any other identifying material before it is opened, so that no Ballot can be associated with any elector.

9.3 **Acceptance and Rejection.** A Ballot shall be accepted for counting if the requirements of Section 9.2 are satisfied and the Ballot was timely returned under Section 7.2. A Ballot shall be rejected if: (a) it was not timely returned; (b) no Certificate of Qualifications accompanies it and none is printed and completed on the Return Envelope; (c) the Certificate of Qualifications is unsigned and the defect is not cured under Article 11; (d) the voter is not a Qualified Elector, or is not an elector of the Division in which the Ballot was cast; (e) the Ballot is not on the official form; or (f) it is a duplicate or excess Ballot as described in Sections 2.5 and 6.7. A Ballot shall not be rejected because of the absence or inaccuracy of a description of the voter's lands. RCW 87.03.033(2).

9.4 **Counting.** After the Close of the Polls, the Election Officials shall open the Security Envelopes in batches and count and tally the votes cast on accepted Ballots, separately by Director Division and by director position. Votes shall be tallied at the vote entitlement determined under Sections 2.4 and 6.2.

9.5 **Marking Ballots; Voter Intent.** A Ballot shall be counted for a candidate if the voter's intent is ascertainable from the face of the Ballot. A Ballot on which more candidates are marked for a single position than there are positions to be filled shall not be counted for that position, but shall be counted for any other position on which the voter's intent is ascertainable. As provided in RCW 87.03.105, no list, tally paper, or certificate returned from any election shall be set aside or rejected for want of form if it can be satisfactorily understood.

9.6 **Write-In Votes.** Write-in votes shall be tallied by name. The qualification of a write-in candidate receiving the most votes shall be determined by the Board at the canvass under Section 3.3 and RCW 87.03.105.

9.7 **Late-Arriving Ballots.** Ballots received after the Close of the Polls but within the seven-day period described in Section 7.2 shall be processed under this Article as received and shall be included in the count reported to the Board at the canvass.

9.8 **Certificate of Count.** The Election Officials shall prepare a tally paper and a certificate stating the number of votes each person voted for received and designating the office for which the person was voted for, with the number written in figures and in words at full length, consistent with RCW 87.03.100. The certificate shall be signed by each Election Official participating in the count. The Election Officials shall deliver the Ballots, Certificates of Qualifications, tally papers, and certificate to the Secretary. The Ballots shall be sealed and kept unopened for at least six (6) months. RCW 87.03.100.

9.9 **Reconciliation.** As required by RCW 87.03.056(3)(b) and Section 8.8, the Election Officials shall reconcile the number of tabulated Ballots with the number of Ballots received, using the ballot accounting log maintained under Section 6.8. The reconciliation shall account for Ballot Packets mailed, Ballots issued at the District office under Sections 2.7 and 6.7, replacement Ballots issued and originals voided, Return Envelopes received, Ballots accepted, challenged, cured, and rejected, and Ballots tabulated, in each case by Director Division. Any discrepancy shall be documented in writing, investigated, and reported to the Board at the canvass together with the Election Officials' assessment of whether the discrepancy could have affected the outcome of any director position. The Board shall not declare the result of a position as to which an unresolved discrepancy could have affected the outcome until it has determined the matter under Section 11.6.

9.10 **Ties.** If two or more candidates for the same director position receive an equal and highest number of votes, the Board shall at a public meeting determine the winner by lot in the presence of the tied candidates or their representatives and shall record the method and result in the minutes.

9.11 **Election Officials Act Under Board Direction.** RCW 87.03.034(1) contemplates that the Secretary will deliver returned ballots to the Board and that the Board will determine voter qualification and count and tally the votes, while RCW 87.03.056 contemplates that these functions are performed by District election officials. The two are harmonized as follows: the Election Officials appointed under Section 8.2 perform the receipt, qualification review, opening, counting, tallying, and reconciliation functions as agents of and under the

direction of the Board; the Secretary delivers the certificate of count, tally papers, Certificates of Qualifications, and reconciliation to the Board at the canvass as provided in Sections 9.8 and 12.1; and the Board reviews, determines all contested questions of qualification, and adopts the count as its own in canvassing the returns and declaring the result. The Board may at any time direct the Election Officials to recount, re-examine, or re-reconcile any Ballots or records.

ARTICLE 10. CHALLENGE PROCESS

10.1 Purpose. This Article constitutes the written challenge process that the District is required to establish by RCW 87.03.056(4)(a) and (b), and applies to challenges made by members of the public and to challenges made by Election Officials or District staff.

10.2 Who May Challenge; Grounds. Any Qualified Elector of the District, any candidate, or any Election Official or District staff member may challenge the vote of an individual voter on the ground that the voter is not a Qualified Elector, is not an elector of the Division in which the Ballot was cast, has cast more votes than the voter is entitled to cast, has cast more than one Ballot for the same Ownership without a common agreement, is not duly authorized to act as agent for an Entity, or has returned a Ballot that fails to comply with Article 7.

10.3 Form and Timing. A challenge must be in writing on the form prescribed by the District, must identify the voter challenged and state the specific factual basis for the challenge, must be signed by the challenger under penalty of perjury under the laws of the State of Washington, and must be filed with the Secretary not later than 5:00 p.m. on the date the Board convenes the canvass under Section 12.1, which is the second Wednesday after Election Day. This is the time period during which challenges must be made for purposes of RCW 87.03.056(4)(b). A challenge by an Election Official or District staff member arising from the processing of a Ballot must be documented in writing at the time the ground for challenge is identified and, in any event, not later than the time the Board convenes the canvass. Because the challenge period does not close until the canvass has convened, the Board shall ordinarily continue the canvass under Section 12.2 in order to hear and determine challenges.

10.4 Handling of Challenged Ballots. A challenged Ballot shall be segregated, marked as challenged, stored separately from tabulated and uncounted Ballots, and not tabulated until the challenge is resolved. RCW 87.03.056(3)(c). The Secretary shall promptly notify the challenged voter in writing at the voter's address of record, state the ground of the

challenge, and inform the voter of the opportunity to respond in writing or in person at the canvass.

10.5 Determination. The Board shall hear and determine each challenge at the canvass meeting described in Article 12, or at a continued session of that meeting, in public. The challenger and the challenged voter may each present evidence and argument. The Board shall determine by majority vote whether the challenge is sustained, shall state the basis for its determination, and shall record the determination in the minutes. A Ballot as to which a challenge is not sustained shall be tabulated and included in the canvass.

10.6 Posting of Outcome. Within seven (7) days after the resolution of a challenge, the outcome of the challenge shall be posted in one of the following: (a) the District office, for at least two (2) weeks; (b) the District website, for at least two (2) weeks; or (c) at least once a week for two (2) weeks in one or more newspapers of general circulation within the District. RCW 87.03.056(4)(c).

ARTICLE 11. CURE PROCEDURE

11.1 Purpose. This Article constitutes the written cure procedure that the District is required to establish by RCW 87.03.056(5), for curing errors that occurred during Ballot canvassing or that are discovered through valid voter challenges, and it establishes the clear timeline for when the cure will occur that RCW 87.03.056(5) requires.

11.2 Curable Defects. The following defects are curable by the elector: (a) the Certificate of Qualifications is unsigned; (b) the Certificate of Qualifications is incomplete as to the voter's name, age, citizenship, or residence; (c) the Certificate of Qualifications was omitted from the Return Envelope; (d) the instrument of authority for an Entity's agent was omitted; or (e) the Ballot was returned without being sealed in a Security Envelope, in which case the Election Officials shall segregate the Ballot from any identifying material before it is examined, and shall permit cure of the accompanying certification defect only.

11.3 Defects That May Not Be Cured. The following are not curable: (a) receipt of a Ballot after the deadlines in Section 7.2; (b) a Ballot that is not on the official form; (c) the voter's failure to qualify as an elector, or as an elector of the Division; and (d) the casting of votes in excess of the voter's entitlement, except that the Election Officials shall count votes up to the voter's entitlement where the excess is separable and the voter's intent is ascertainable.

11.4 Notice and Opportunity to Cure. Upon identifying a curable defect, the Election Officials shall as soon as practicable, and in any event within one (1) Business Day, cause the

Secretary to notify the elector of the defect and of the manner and deadline for curing it. Notice shall be given by first class mail to the elector's address of record and, where the District has a telephone number or e-mail address for the elector, also by telephone or e-mail. The notice shall be accompanied by a replacement Certificate of Qualifications where applicable. Because a Ballot received near the end of the receipt period leaves little time to cure, the Secretary shall, for any curable defect identified in a Ballot received during the last three (3) days of the period described in Section 7.2 or thereafter, attempt notice by telephone or e-mail on the same day the defect is identified, in addition to notice by mail.

11.5 Cure Deadline. A cure must be received by the Secretary not later than 5:00 p.m. on the second (2nd) Business Day after the date on which the Board convenes the canvass under Section 12.1, and in no event later than 5:00 p.m. on the day preceding the session at which the Board declares the result of the election. This is the clear timeline for when the cure will occur for purposes of RCW 87.03.056(5). The Board shall continue the canvass under Section 12.2 as necessary to allow the cure period to run. A cure may be submitted in person, by mail, or by electronic transmission of a signed writing followed by delivery of the original. A Ballot timely cured shall be accepted and tabulated; a Ballot not timely cured shall be rejected and preserved with the election records.

11.6 Errors Discovered in Canvassing. If an error in the processing, tabulation, or reconciliation of Ballots is discovered during canvassing or through a valid voter challenge, the Election Officials shall document the error, correct it, and report the correction and its effect on the count to the Board before the Board declares the result. The Board shall continue the canvass under Section 12.2 for that purpose, and shall not declare the result of any director position affected by an uncorrected error while continuances remain available under RCW 87.03.105.

11.7 Posting. The outcome of any cure undertaken in response to a valid voter challenge shall be posted in the manner and within the time provided in Section 10.6.

ARTICLE 12. CANVASS, CERTIFICATION, AND RECOUNT

12.1 Convening of the Canvass. As required by RCW 87.03.105, the Board shall meet at its usual place of meeting on the second Wednesday after Election Day to canvass the returns. Convening on that date is mandatory and is not excused by the pendency of challenges, cures, or reconciliation. At that session the Board shall receive the Election Officials' certificate of count and tally papers under Section 9.8, the written reconciliation under Sections 8.8 and 9.9, the compliance report under Section 8.10, and a report identifying all challenges filed under Article 10 and all Ballots for which a cure notice has been issued

under Article 11. The Board shall then determine whether the returns are complete within the meaning of Section 12.2. If the returns are complete, the Board shall proceed at once to canvass, and the canvass shall be made in public, by opening the returns, estimating the vote of the District for each person voted for, and declaring the result. If the returns are not complete, the Board shall continue the canvass under Section 12.2.

12.2 Continuance of the Canvass. If at the time of the meeting all the returns have not been received, RCW 87.03.105 requires that the canvass be postponed from day to day until all the returns have been received, or until six postponements have been had. The following governs the exercise of that authority:

(a) When returns are not complete. Because the District conducts its elections solely by mail-in ballot and no polls are opened in any election precinct, the "returns" consist of the certificate of count, tally papers, and reconciliation prepared by the Election Officials under Sections 8.8, 9.8, and 9.9. The returns are not complete, and the canvass shall be continued, if any of the following remains outstanding: (i) the period for filing challenges under Section 10.3 has not closed, or a timely challenge has not been heard and determined under Section 10.5; (ii) the period for curing a defect under Section 11.5 has not run, or a timely cure has been received but the affected Ballot has not been tabulated; (iii) the reconciliation required by Sections 8.8 and 9.9 discloses a discrepancy that has not been resolved and that could have affected the outcome of any director position; (iv) an error identified under Section 11.6 has not been corrected and its effect reported; or (v) the qualification of an undeclared write-in candidate under Section 3.3 has not been determined.

(b) Manner of continuance. Each continuance shall be effected by an order of adjournment adopted in open session, stating the date, time, and place of the continued session, entered in the minutes, and posted in the manner required by RCW 42.30.090 and on the District's election information website. The Board shall state on the record the ground under subsection (a) on which the continuance is based.

(c) Day-to-day continuance; counting. The canvass shall be continued from day to day. Each continuance counts as one of the six postponements permitted by RCW 87.03.105, and the Secretary shall record in the minutes the running number of continuances taken. Where a continued session would fall on a Saturday, Sunday, or legal holiday, the session shall be convened and may be immediately adjourned

to the following day by order of adjournment under subsection (b), and that adjournment counts as one continuance.

(d) Outer limit. Not more than six continuances may be taken. Accordingly, the canvass shall be completed and the result declared not later than the sixth day after the date on which the canvass convened under Section 12.1.

(e) Exhaustion of continuances. If the sixth continuance has been taken and any matter described in subsection (a) remains unresolved, the Board shall nonetheless canvass the returns and declare the result on that date on the basis of the Ballots then properly tabulated. A Ballot as to which a challenge has not been determined shall not be counted and shall be preserved with the election records; a Ballot for which a timely cure was not received shall be rejected under Section 11.5. The Board shall enter in the minutes a statement of each matter left unresolved and its potential effect on the result, and shall advise any affected person of the right to demand a recount under Section 12.7 and of any remedy available at law.

(f) Public observation. Each continued session is a session of the canvass and is open to observation by the public as required by RCW 87.03.056(3)(d) and Section 8.7. The two-person rule in Section 8.3 and the separate-storage requirement in Section 8.6 apply at each continued session at which Ballots are controlled.

12.3 Form of Returns. No list, tally paper, or certificate returned from the election shall be set aside or rejected for want of form if it can be satisfactorily understood. RCW 87.03.105.

12.4 Statement of Result. As soon as the result is declared, the Secretary shall enter in the records of the Board a statement of the result showing: (a) the whole number of votes cast in the District; (b) the names of the persons voted for; (c) the office to fill which each person was voted for; (d) the number of votes given to each such person in each Director Division; and (e) the number of votes given for and against any proposition voted upon. RCW 87.03.110. Because no polling place is established and no votes are cast or tallied by election precinct in an election conducted under this Policy, the Director Division is the unit by which votes are reported for purposes of RCW 87.03.110(4) and (5).

12.5 Declaration of Election; Certificate. At the session at which the canvass is completed, the Board shall declare elected the person having the highest number of votes given for each director position, subject to Sections 3.3, 9.10, 11.6, and 12.2. The Secretary shall immediately make out and deliver to each person so elected a certificate of election signed by the Secretary and authenticated by the seal of the District. RCW 87.03.110.

12.6 Posting of Verification of Canvassing. Once canvassing of Ballots is completed, the date and time of the verification of canvassing shall be posted in one of the following: (a) the District office, for at least two (2) weeks; (b) the District website, for at least two (2) weeks; or (c) at least once a week for two (2) weeks in one or more newspapers of general circulation within the District. RCW 87.03.056(3)(f).

12.7 Recount. Any person who is of the opinion that the vote has not been correctly counted may appear on the day appointed for the Board to open and canvass the returns and demand a recount. RCW 87.03.100. Where the canvass is continued under Section 12.2, a demand for recount is timely if made at any session of the canvass, including the session at which the Board declares the result. Upon a timely demand, the Board shall cause the Ballots to be recounted in public by the Election Officials, with two individuals not on the Ballot present, and shall declare the result of the recount. Ballots shall be kept sealed and unopened for at least six (6) months except as necessary to conduct a recount, a challenge determination, or a cure.

12.8 Commencement of Term; Qualification. The term of each director elected under this Policy commences on the first Tuesday of January following the election. RCW 87.03.080. Each director shall qualify by taking and subscribing the official oath and executing the official bond required by RCW 87.03.082, as provided in Section 3.5. The Secretary shall deliver the oath and bond forms to each person declared elected together with the certificate of election issued under Section 12.5.

12.9 Election Calendar. The following calendar summarizes the statutory and policy deadlines governing an election conducted under this Policy. Day 0 is Election Day, the second Tuesday of December. Day numbers are calendar days. This calendar is provided for administrative convenience and does not limit the requirements of this Policy or of the governing statutes; in the event of any inconsistency, the operative provisions of this Policy and the statutes control.

Day	Event	Authority
First Monday in October	Deadline for filing Petition of Nomination, 5:00 p.m. If only one qualified candidate has declared for each position, no election is held.	RCW 87.03.075; §§ 4.2, 4.8
Day −20 (or earlier)	Ballot Packets mailed to Qualified Electors on the elector roll.	§ 6.6
Day −15	Notices of election posted in three public places in each election precinct (and in each Director Division where these do not coincide) and in the office of the Board.	RCW 87.03.085(1); § 5.2

Day	Event	Authority
Day −1	Last day for a person or Entity not receiving a Ballot to establish qualification at the District's main office and receive a Ballot; last day to request a replacement Ballot.	RCW 87.03.032(2); §§ 2.7, 6.7
Day 0	Election Day. Close of the Polls at 8:00 p.m. Tabulation of Ballots on hand may begin, in batches, only after that hour.	RCW 87.03.080; §§ 1.4(e), 8.5
Days 1–7	Mailed Ballots postmarked not later than midnight on Election Day continue to be received and processed in batches.	RCW 87.03.033(1)(a); §§ 7.2, 9.7
Day 7	Last day on which mailed Ballots may be received. Receipt period closes.	RCW 87.03.033(1)(a); § 7.2
Day 8	Second Wednesday after Election Day. Board convenes the canvass, receives the certificate of count, reconciliation, and compliance report. Challenge filing period closes at 5:00 p.m. Board continues the canvass if the returns are not complete.	RCW 87.03.105; §§ 10.3, 12.1, 12.2
Day 9 et seq.	Continued sessions. Board hears and determines challenges; cure notices issued or confirmed; errors corrected and reported.	§§ 10.5, 11.4, 11.6, 12.2
Second Business Day after Day 8	Cure deadline, 5:00 p.m.	RCW 87.03.056(5); § 11.5
Not later than Day 14	Sixth and final permitted continuance. Canvass completed, result declared, certificates of election issued. Recount may be demanded.	RCW 87.03.105; §§ 12.2(d), 12.5, 12.7
Within 7 days of resolution	Challenge outcomes posted (district office two weeks, website two weeks, or newspaper weekly for two weeks).	RCW 87.03.056(4)(c); § 10.6
After canvass completed	Date and time of verification of canvassing posted in one of the three permitted manners.	RCW 87.03.056(3)(f); § 12.6
First Tuesday of January	Terms of directors elected commence; official oaths taken and subscribed and official bonds executed.	RCW 87.03.080, 87.03.082; §§ 3.5, 12.8
Six months after Day 0	Minimum retention period for Ballots, seal logs, and election records expires (longer retention may be required by chapter 40.14 RCW).	RCW 87.03.056(6), 87.03.100; § 13.1

ARTICLE 13. RECORDS, PUBLIC ACCESS, AND AMENDMENT

13.1 Records Retention. As required by RCW 87.03.056(6), lists and reports of Ballots, election outcomes, voter challenges and challenge outcomes, and curing of errors shall be maintained by the District for at least six (6) months after Election Day and made available to the public. Ballot box seal logs shall be retained for at least six (6) months after Election

Day. RCW 87.03.056(2)(b)(iii). Ballots, poll lists, tally papers, and certificates shall be retained for at least six (6) months. RCW 87.03.100. All District election records shall be retained for the periods required by chapter 40.14 RCW and the applicable local government records retention schedule, whichever period is longer.

13.2 **Public Records.** District election records are public records subject to chapter 42.56 RCW, except to the extent exempt from disclosure. Ballots shall be maintained so that no Ballot can be associated with the elector who cast it.

13.3 **Open Public Meetings.** Meetings of the Board at which election matters are considered, including the canvass and the determination of challenges, are subject to chapter 42.30 RCW.

13.4 **Amendment.** This Policy may be amended only by resolution of the Board. No amendment adopted after the filing deadline in Section 4.2 shall apply to the election then pending unless required by law.

13.5 **Conflict.** In the event of a conflict between this Policy and chapter 87.03 or 87.04 RCW or other applicable Washington law, the statute controls.

13.6 **Severability.** If any provision of this Policy or its application to any person or circumstance is held invalid, the remainder of this Policy and the application of the provision to other persons or circumstances is not affected.

D. CONFLICTS OF INTEREST POLICY

KRD employees shall employ independent objective judgment in performing their duties, deciding all matters on their merits alone, free from partiality or prejudice and unimpeded by conflicts of interest or other improper influences. No KRD employee shall engage in conduct that constitutes a Conflict of Interest, which shall be defined as use by an officer or employee of the authority of his or her office or the use of any confidential information received through his/her employment for the private pecuniary benefit of the employee, a member of the employee's immediate family (which includes for the purposes of this Code of Ethics the employee's spouse, domestic partner, parent , sibling, and child), or a business with which the employee or a member of the employee's immediate family is associated.

Financial Interest. A KRD employee shall neither engage in nor have any interest, financial or otherwise, direct or indirect, in any business transaction or professional entity, either as a director, officer, partner, trustee, employee, or manager in that entity which conflicts with or impairs the proper discharge of official duties or which could bring disfavor or disrespect upon the employee of KRD.

Contracting Decisions. A KRD employee shall not recommend, vote, or otherwise participate in the decision to make any contract valued at $1,000 or more between KRD and any business or entity in which the employee has a personal or financial conflict of interest.

KRD employees shall be deemed to have a financial conflict of interest in a decision if it is reasonably foreseeable that the decision will have a material financial effect on:

1. The employee's immediate family distinguishable from its effect on the public generally;

2. Any business entity in which the employee or a member of the employee's immediate family has a direct or indirect investment worth $1,000 or more in which the employee or a member of the employee's family holds any position of management or is a director, officer, partner, trustee, or employee;

3. Any real property in which the employee or a member of the employee's immediate family has a direct or indirect interest worth $1,000 or more; or
4. Any source of income for the employee or the employee's immediate family of $1,000 or more.

A KRD employee who has a financial conflict of interest because of his/her relationship with a business must remove him/herself from any decision concerning that entity, including any decision to contract or not contract with the entity and the administration of the contract.

General Limitation on Solicitation. A KRD employee shall not solicit, directly or indirectly, any payments or other benefits under circumstances that would create in the mind of a fair-minded, reasonable person the belief that such payments or benefits were provided with the intent to improperly influence the employee's actions.

D. OVERNIGHT TRAVEL EXPENSE REIMBURSEMENT POLICY

I. Pre-authorization Requirements

A. Attendance at conventions and issues-oriented workshops by Director/employee requires the advance approval of the Board of Directors. This requirement does not apply to the monthly, or other periodic meetings of the Washington State Water Resources Association and other organizations in which the District has a direct or supporting membership.

B. Travel to locations outside the state of Washington by Director/employee, Consistent with other provisions of this policy, requires the advance approval of the Board of Directors.

II. Reimbursement

A. Director/employee will be reimbursed for reasonable and customary travel expenses actually incurred in connection with the business of the District. Travel expenses shall include meals, lodging, registration, taxi fares, transportation and other necessary expenses. Travel expenses shall not include any personal, entertainment or bar expenses. Any such personal, entertainment or bar expenses that become charged against the District (such as spouse meals, in-room movies and personal phone calls charged to the District-paid hotel bill) will be reimbursed to the District by payroll withholding or direct payment.

B. Receipts are required for the following travel expenses:

1. Air Fare- Advance planning is requested to take advantage of special fares and ticketing requirements. Level of convenience is always considered when determining lower cost fares. Requests to travel on specific airlines will be honored when there is no additional cost for KRD for a comparable flight schedule.

2. Lodging- KRD will pay room rental costs supported by the hotel bill for each day that lodging away from home is required for business reasons at the rates set by the U.S. General Services Administration, which rates can be found at www.gsa.gov/travel.

3. Auto rental- Auto rental requires Board approval; Rental cars may be used provided such use is either more economical than other available

transportation, or a more efficient use of time. No optional insurance is approved. Cost of such insurance will not be reimbursed by KRD as a travel expense.

4. Conference or workshop registration or tuition fees.

5. Meals -Breakfast, lunch and dinner directly related to official travel will be reimbursed at the rates set by the U.S. General Services Administration, which rates can be found at www.gsa.gov/travel.

6. Cab, bus or train fare to and from places of business, hotels and airports in connection with business activities are reimbursable. They must be itemized and receipts submitted.

7. Other expenses:

   A. Travel Insurance- Director/employee will not be reimbursed for trip insurance premiums on commercial airlines or other forms of travel.

   B. Telephone, Telex or Cable- KRD will pay the charges for business calls provided the calls are substantiated by a list, hotel bill or telephone bill. KRD will reimburse Director/employee for one phone call home per day up to 5 minutes when traveling on KRD business.

   C. Tips for meals, taxi services and baggage handling shall be considered as reasonable and necessary costs and may be claimed for reimbursement in accordance with the annual rates set by the U.S. General Services Administration, which rates can be found at www.gsa.gov/travel.

III. Travel Alternatives:

A. A Director/employee personal automobile may be used when: Other transportation is not available; and/or Economy can be realized. The total reimbursable amount charged to KRD; whether for transportation by automobile or other private means is not to exceed what the cost of the trip would have been by public transportation.

B. The standard reimbursement allowance for personal automobiles used for KRD business shall be equivalent to the current Internal Revenue Service standards or as approved by the Board of Directors.

C. Director/employee is responsible for maintaining adequate insurance coverage for their vehicles. However, as zero (or no) deductible collision insurance is not available in the insurance market, Board/employees using personal autos on KRD

business and involved in an accident may request reimbursement (not to exceed $100.00) of the collision deductible charged to them. Acceptable evidence of the damage and repair charges must be submitted prior to authorization of the reimbursement of the request. This is contingent upon the fact that no other recovery for repairs to the auto is available from other sources.

D. If Director/employee is carpooling or otherwise traveling as a group, the transportation reimbursement will be equivalent to the current Internal Revenue Service standards or as approved by the Board of Directors, paid to the owner of the vehicle. Others in the group will be reimbursed only for meals, lodging and other eligible expenses over a time period commensurate with district travel to and from the event.

E. The District may reimburse for extra lodging and meal expense if a Saturday night stay over, or other minimum stay over, is needed to qualify for an advantageous air fare.

F. The use of charter aircraft by Directors requires advance approval of the Board of Directors. The use of charter aircraft by employees requires the advance approval of the Secretary-Manager and Board of Directors.

IV. Direct Payment, Credit Cards:

A. Where possible, the District will make direct payment, either in advance or by accounts payable, for travel expenses. It is often possible to make such payment for registration fees, hotel bills and airfare.

B. Where possible, the District will charge travel expense to credit cards. Credit card purchases are set forth in the Credit Card Policy.

C. The District will not advance cash to Director/employee to cover travel expenses.

V. Travel Companions

Director/employee may take spouse, family members or other companions along on District related trips provided there is no resulting additional expense to the District. District insurance does not cover travel companions and the District is not liable for any resulting costs or injuries

VI. Falsification of Travel Expenses

The falsification of travel expenses for reimbursement by the District is unlawful. The Treasurer-Auditing Officer and clerical staff are required to report any such instances to the Secretary- Manager and/or Board of Directors.

E. DUES AND ASSESSMENTS PAID BY CREDIT CARD POLICY

I. The Kittitas Reclamation District will accept credit card and debit card payments for all fees due the District; and

II. The Kittitas Reclamation District will charge a three percent (3%) fee for all credit card and debit card transactions. The three percent (3%) fee is an amount that does not exceed the additional direct costs incurred by the District to accept payments by credit card and/or debit card; and

III. The Kittitas Reclamation District is authorized to enter into agreements to provide for credit card payments with the District's financial institution and credit card/debit card processing companies.

F. EMERGENCY COOPERATION POLICY

The Kittitas Reclamation District Board of Directors authorizes the use of District staff and equipment when a natural disaster emergency is declared by a governmental entity in Kittitas County.

Kittitas Reclamation District staff and equipment will be made available when they are not currently needed to perform the District business and/or maintenance.

G. DIRECTORS PAYROLL POLICY

Each Director of the Kittitas Reclamation District Board of Directors shall be paid a daily rate as set forth in Chapter 87.03 RCW per day for each day or portion thereof spent in actual attendance at official meetings of the Kittitas Reclamation District or in performance of other official services or duties on behalf of the district, in addition to their reasonable expenses allowed under Chapter 42.24 RCW. The amount of such additional compensation received by a director may not exceed the annual limit per director in a calendar year, as provided Chapter 42.24 RCW.

H. UNPAID ASSESSMENTS POLICY

It is the Kittitas Reclamation District's policy to withhold water from irrigable lands within the KRD district boundaries that have not paid assessments, other special assessments or charges imposed by the KRD in addition to the contract right with the United States Bureau of Reclamation for withholding water for lands that have not paid their construction or maintenance assessment.

I. DELEGATION OF THE AUTHORITY TO MANAGER POLICY

The following policy is adopted by the Board of Directors for the purpose of establishing the administrative authority of the Manager who is responsible for normal District operations. The phrase "normal District operations" as used herein, means regular day-to-day business transactions involving personnel, materials and money. The Board shall retain a Manager to implement the objectives of the District, which shall be established by the Board of Directors. The Manager derives authority from the Board acting as the governing body. The Manager shall retain professional staff, who shall operate and manage according to directives from the Manager. The Manager shall regularly inform and consult with the Board regarding significant information and business transactions, by a method mutually agreeable to the Board and the Manager. The Manager shall serve as the primary spokesman for management. The Manager shall be solely responsible for the conduct of business transactions of the District.

The Board is responsible for setting policy and direction for all District business. It does so by annually adopting a budget and, from time to time, adopting other policy-setting documents. Within the general scope of and in conformance with the direction established by such documents and with the exception of the limitations identified in the specific policies which follow, the Manager shall be responsible for the operation, maintenance, administration and use of the District's properties and facilities; the implementation of construction work and alterations and improvements to the District's real estate and physical facilities and necessary planning incidental thereto; the administration of the day-today operations including personnel administration (salary and benefit matters, job descriptions, setting wage rates for non-bargaining unit employees within approved ranges, task and project assignments, hiring, firing, training, grievance procedures, employee enrichment and improvement, and execution of separation agreements, etc.); execution of contracts; the delivery of services essential to the District's mission; financial and accounting related matters; legal matters and all other administrative matters. Further, the Manager is hereby authorized to publish notice of any and all public hearings which are required by law or are necessary for Board of Directors action.

The Manager may delegate to appropriate District staff such of his/her administrative authority or reporting requirements herein established as, in his/her discretion, is necessary and advisable in the efficient exercise of such authority. To implement delegations of authority to District staff, the Manager shall promulgate Kittitas Reclamation District Policy and Procedure Manuals, monetary delegations, authority to execute contracts, and other documents such as employee position descriptions, affirmative action plans, office manuals, etc., which shall include such delegations as appropriate. The responsibility for all administration and day-to-day operations of the District rests solely with the Manager. Any Board directives or initiatives shall be made through the Manager and shall be made only by the Board of Directors acting as a body.

KITTITAS RECLAMATION DISTRICT SPECIFIC POLICY DIRECTIVES OF ADMINISTRATIVE AUTHORITY OF MANAGER AND DESIGNEES

I. REAL PROPERTY AGREEMENTS

A. Types of Agreements

The following directives of this Article I apply to all agreements for use of District real property, including but not limited to leases, license agreements, rental agreements, operating agreements and use agreements (all hereinafter referred to as "Real Property Agreements or "Agreements").

B. General Real Property Agreement Policy

Except as provided in Paragraph I(c), all real property of the District shall be used pursuant to an appropriate written instrument approved by the Board of Directors and accompanied by security in accordance with law. Prior to the execution of such instrument, the Manager shall have secured authority to enter negotiations and shall have appraised the Board of Directors of the progress of such negotiations; provided for proper security, submitted the Agreement to District Counsel for approval· and followed all other applicable laws and Board of Directors-created Lease Policy.

C. Real Property Agreement Procedures

The Manager is authorized to perform the following actions without Board of Directors approval, but must quarterly provide the Board of Directors a report summarizing actions:

I) Agreements having a term (including any options) of two years duration or less may be approved and signed by the Manager provided the District's standard Agreement form is used (except for provisions inapplicable), Agreement terms conform to proper real estate practices and the guidelines set forth in the Lease Policy, and there is no financial obligation of the District for improvements.

II) To the extent assignment, subleases, or options are permitted in the basic Agreement the same may be approved by the Manager, provided· other substantive terms of the Agreement are unchanged; any option or options do not result in an Agreement term (including options) of more than five years; rental adjustments consistent with District Lease Policy are made; and provided an amendment to the Agreement may be approved by the

Manager if the scope of the amendment is otherwise within the authority of the Manager under this Resolution.

III) Easements of two years or less, licenses and permits ancillary to the normal operation of the District may be granted by the Manager.

IV) The Manager is charged with the responsibility to insure that all agreement terms are complied with and is authorized to take necessary measures to cause compliance or to protect the District's legal position including but not limited to the giving of all notices provided for in the Agreement.

II. REAL PROPERTY AGREEMENT SECURITY AND INSURANCE

The Manager is authorized to take all necessary actions on behalf of the Board of Directors in connection with Agreement surety bonds, Agreement surety rental insurance, or other security (hereinafter referred to as "Agreement Security") and insurance coverage required pursuant to any Agreements of the District including any of the following actions:

A. Where the Agreement is not in default, to release any Agreement Security where adequate substitute security has been provided.

B. To approve any Agreement Security or insurance submitted in fulfillment of the requirements of any Agreement, including substitute or replacement coverage for any terminated bond or other Agreement Security.

C. To approve any substitute or modification of insurance, and to release any insurance company when substitute or replacement insurance coverage has been provided.

III. REAL PROPERTY TRANSACTIONS

A. When the Board of Directors authorizes the acquisition of real property by negotiated purchase or condemnation, the Manager shall take all necessary steps including appraisals, to secure title of such property for the District. The acquisition price of individual properties (or ownerships) shall in no case exceed the District's appraisal without further specific Board approval. When several parcels are authorized for purchase by the Board of Directors, the total price paid for all such properties shall not exceed the District's appraisal without further specific Board approval.

B. When the Board of Directors authorizes the sale of District real property, the Manager shall be empowered to take all necessary administrative steps including the acquisition of appraisals in order that execution of the conveyance instrument by the Board may occur. After execution of the instrument by the Board, the Manager is authorized to take any and all other necessary steps, including delivery, to finalize the sale.

IV. CONTRACTS FOR PERFORMANCE OF WORK

A. Contract Awards for Construction and Maintenance

I) The Manager may, without prior Board approval, execute on its behalf small works roster contracts where the total estimated contract price does not exceed Fifty Thousand Dollars ($50,000) if the work is within Capital Budget authorized limits, and so long as all Washington State statutory procedures are followed.

II) The Manager may, without Board of Directors approval, prepare plans and specifications, issue notices calling for bids, award and accept contracts for work where the total estimated contract price does not exceed Fifty Thousand Dollars ($50,000) provided that all Washington State statutory procedures are met, and the work is within authorized Capital Budget limits. If the project scope varies from the Board approved Capital Budget, it will be brought before the Board before obligation of any funds.

III) On contracts for work exceeding Fifty Thousand Dollars ($50,000), Board approval shall be required prior to the preparation of plans and specifications for such work. Request for authorization to prepare plans and specifications shall include an estimate as to the total cost of the work. Upon completion of plans and specifications, the Manager is authorized to publish notice calling, for bids. Award of contract will be made with Board approval unless there is a time constraint. In the event of a time constraint, Board approval for award by the Manager will be requested in connection with the request for authorization to prepare plans and specifications. If an award is to be made to other than the lowest responsible bidder; if there is a material deviation from the District's General Conditions; or if the bid is in dispute, Board of Directors approval shall be sought prior to the award. Board of Directors approval shall be required for the rejection of all bids.

IV) When any emergency shall require the immediate execution of a contract for work, the Manager pursuant to the procedures of R.C.W. 39.04.020 (as it may be amended or succeeded), is authorized to make a finding of the

existence of such emergency and execute any contracts necessary to respond to the existing emergency, provided that the Manager shall, at the first Board of Directors meeting following the Manager's finding of the existence of an emergency, request Board of Directors ratification of the finding of emergency and any contracts awarded and/or executed pursuant to that funding.

B. Change Orders

Where contracts for the performance of work exceeding $50,000 have been awarded and under which the work is in progress, and individual changes in plans and/or specifications are necessitated in order to properly accomplish the work, the Manager is authorized to execute individual change orders to the contract provided the following conditions are met: the estimated cost of the individual changes in plans and/or specifications will not exceed Twenty Thousand Dollars ($20,000) of the contract price. However, when an individual change order issued under any contract shall cause the total cumulative amount of change orders to that contract to exceed a sum equal to 20% of the original contract amount, or Twenty Thousand Dollars ($20,000), whichever is less, such change order shall not be issued without prior Board approval and no future change orders to said contract may be issued without Board approval.

I) The contract provides for issuance of change orders.

II) The individual change order has been approved and certified by the District's Engineer supervising the contract as being necessary to the proper accomplishment of the work called for in the basic contract.

III) Any time extension for completion of said contract which accompanies said change order does not exceed forty-five (45) days, except a change order extending the contract determined time beyond forty-five (45) days where it is to be a result of fire and other casualties not the fault of the contractor; strikes, riots and other civil disorders; unsuitable weather, or other act of God which results in suspension of work by order of the District's Engineer supervising the contract.

C. Reports

Notwithstanding the authorities granted in the preceding sections A and B, the Manager shall keep the Board advised of all contracts on a monthly basis.

V. UTILIZATION OF DISTRICT CREWS

A. The Manager is authorized to use necessary workers for operations and maintenance of facilities pursuant to Board of Directors approved labor agreements.

B. The Manager shall be responsible for obtaining prior Board of Directors approval for work projects which are new construction or major modifications of District facilities to be carried out by District crews when the total estimated cost exceeds Twenty Thousand Dollars ($20,000).

VI. CONTRACT FOR ACQUISITION OF UTILITIES, MATERIALS, EQUIPMENT, SUPPLIES, AND SERVICES

The Manager shall have the responsibility for following all Washington State statutory procedures and requirements in connection with all contracts for the acquisition of utilities, materials, equipment, supplies and services. Utilities materials equipment, supplies and services (including services provided by public agencies) may be acquired on the open market, pursuant to published tariffs, or by competitive bidding when necessary for the normal maintenance and operations of the District and no prior Board of Directors approval shall be required but shall, where appropriate, be approved as part of normal monthly expenses and shall be within authorized budgets. Where a requirement exists for formal competitive bidding, the Manager may execute contracts for the acquisition of utilities, materials, equipment, supplies and services subject to the following conditions:

A. The contract or purchase order price for one year does not exceed Twenty Thousand Dollars ($20,000) or, if specifically identified in the annual budget, the amount shown in such budget and the contract provides for no more than two (2) options to extend the contract for one (1) year periods, provided that the basic contract or purchase order price and any contract extensions must be within appropriate annual budget limits.

B. The award is made to a bidder who has submitted a proposal based on the plans and specification on file, or, where permissible, based upon his own plans and specifications and accompanied by a bid proposal deposit as may be required.

C. The successful bidder has provided, where required, a performance bond with sureties which comply with the requirements of the applicable law.

VII. REIMBURSABLE SERVICES

The Manager is authorized to enter into agreements pursuant to which the District will provide reimbursable services, when such services are part of normal District operations or incident thereto.

VIII. ARCHITECTURAL, ENGINEERING, AND TECHNICAL SERVICES

The Manager is authorized to contract with qualified architectural, engineering, and technical testing and inspection firms licensed in the State of Washington to provide such services as required for maintenance, engineering work or small projects of the District. Selection and reimbursement for such services shall follow all required statutory procedures and shall be consistent with normal established fees paid for such services. If the fee on any single project or closely related work is estimated to exceed Twenty Thousand Dollars ($20,000), Board of Directors approval shall be required. Where architectural and engineering services are ancillary to capital projects, Board of Directors approval shall not be required so long as those fees do not exceed 15% of the estimated contract amount. The Manager will endeavor to use a variety of firms, including minority and women-owned business firms, based on the nature of the work and the expertise of the firms.

IX. PROFESSIONAL AND CONSULTANT SERVICES

Except as provided herein, the Manager shall be responsible for obtaining professional and consultant services where deemed necessary in carrying out normal District operations and provided all applicable legal requirements are met. The Manager may arrange for such services where the estimated cost of the proposed service does not exceed the amount of Twenty Thousand Dollars ($20,000), provided all such arrangements shall be reported to the Board of Directors monthly.

X. LEGAL SERVICES AND OTHER REPRESENTATION

The Manager-appointed District Counsel shall be responsible for management and supervision of all legal services required by the District and for litigation in which the District has an interest, direct or indirect. For purposes of this section, “litigation” shall mean the assertion of any position, right or responsibility by or against the District (or in which the District may have an interest) which has been filed in any court of general jurisdiction, be it state or federal, or any quasi-judicial or administrative forum.

A. Legal Services

The Manager is authorized to retain law firms through District Counsel as necessary, to provide legal services. Retained legal counsel may act solely on behalf of the District or jointly with other interested parties. Payment for legal

services other than litigation shall be by reimbursement not to exceed established hourly rates plus expenses. In litigation matters, legal counsel shall be reimbursed at a rate not to exceed their established hourly rate plus expenses.

B. Engagement of Other Representatives

In connection with litigation or other legal matters in which the District has a direct or indirect interest, the Manager may engage or cause to be engaged through the District Counsel other representatives to act solely on behalf of the District or jointly with other interested parties. Such representatives shall be reimbursed at their established hourly rates plus expenses or on another basis which is standard for their services.

C. Engagement of Experts

The Manager may engage or cause to be engaged through the District Counsel such experts as may be necessary to the orderly preparation of litigation in which the District has a direct or indirect interest, within limitations otherwise prescribed in Section IX above. Such engagement shall be upon authorization given by the Manager after having been satisfied that such expenditure is necessary to the adequate preparation and representation of the District's position in such litigation and shall, wherever practicable, include evaluation of the litigation and an estimate of the probable cost of such experts.

D. Settlement

Unless otherwise specified herein, any matter which is the subject of litigation may be compromised and settled by the Manager, provided that the settlement amount does not exceed $25,000 and that the District Counsel shall certify to the Manager that such compromise and settlement is justified on the basis of the following:

I) Claims filed against the District

i) The likelihood that a judgment rendered in the case would be in the amount claimed, or higher than the amount claimed, or that there is reasonable cause to believe that there is considerable exposure of liability for the District; or

ii) The likelihood that the expenses involved in litigation would be unnecessarily high in relation to the amount claimed, or the likely result.

II) Claims filed on behalf of the District

i) That the determination to settle the claim outweighs the risk of resorting litigation; or

ii) That the settlement of the claim would provide prompt payment to the District and eliminate extensive delays; or

iii) The proposed offer of settlement is reasonable in light of the claim asserted.

E. Separation Agreements

The Manager is authorized to enter into separation agreements with employees when the amount paid does not exceed $25,000 and the employee agrees to execute a written release of claims.

XI. ADJUSTMENT AND SETTLEMENT OF CLAIMS (Except those as referenced above)

The Manager shall be responsible for the observance of necessary procedures whereby the adjustment and final settlement of all claims, either against or on behalf of the District, shall be carried out. Necessary procedures in the handling of such claims shall include the following:

A. For purposes of this section, "Claim" shall mean the assertion of any position, right or responsibility by or against the District, but not including (1) accounts receivable to the extent covered in Section XII or (2) claims asserted by or against the District which have become the subject of litigation as defined in Section X above.

B. No claims against the District shall be considered unless and until proper notice has been served by the claimant upon the District.

C. Any individual claim which exceeds $25,000 may be processed in all respects (except for final approval and payment) by the Manager and District Counsel. No such claims shall be submitted for approval to the Board of Directors until a tentative agreement has been reached with the parties concerned for settlement. Claims which in the opinion of the Manager may exceed $25,000 shall be reported to the Board of Directors promptly.

D. Any single claim not exceeding $25,000 may be adjusted and settled and paid by the Manager if all of the following conditions are met:

I) The District Counsel shall certify to the Manager that payment of the claim is justified on the basis of the following:

i) Claims filed against the District:
   a. A substantial likelihood that the District is or could be found liable; or
   b. The likelihood that a judgment rendered in the case would be in the amount claimed, or higher than the amount claimed or that then, is reasonable cause to believe that there is considerable exposure of liability for the District;
   c. The likelihood that the expenses involved in litigation would be unnecessarily high in relation to the amount claimed, or the likely result.

ii) Claims filed on behalf of the District:
   a. That the determination to settle the claim outweighs the risk of resorting to litigation;
   b. That the settlement of the claim would provide prompt payment to the District and eliminate extensive delays;
   c. The proposed offer of settlement is reasonable in light of the claim asserted.

II) All such claims, when paid, shall be reported to the Board of Directors

XII. ADJUSTMENT AND WRITE-OFF OF ACCOUNTS RECEIVABLE

The Manager is authorized to establish procedures to (1) make adjustments to accounts receivable for valid business reasons which do not constitute a gift of public funds, or (2) to write off any uncollectible account which does not exceed $1,000.00 as allowed by Chapter 87.03 RCW. Prior to adjusting or writing off of any account receivable or uncollectible, the Manager shall be satisfied that every reasonable effort has been made by the staff to resolve or accomplish the collection of the account. For those accounts that fail to make payment, the Manager shall authorize the District Counsel to bring action in courts of law, or if more appropriate, to assign the same to collection agencies in an attempt to collect such accounts. If, after attempting all normal account collection procedures, the account is still uncollectible after 90 days or more, the Manager shall be authorized to provide for writing off such an account. Any account in excess of $1,000.00 which is deemed to be uncollectible shall be referred to the Board of Directors for final approval of writing off that account.

XIII. INVESTMENT OF TEMPORARILY IDLE DISTRICT FUNDS

For purposes of this section, “Temporarily Idle District Funds” shall mean those funds which are not required for immediate expenditure. The Manager is authorized to direct the District Treasurer, in accordance with applicable law relating to the investment of public funds, in the investments of temporarily idle District funds. These directives include, but shall not be limited to, investments in authorized government securities sale of such investments, and necessary inter-fund transfers. A summary report of all investments, shall be provided to the Board of Directors monthly.

XIV. INSURANCE PROGRAMS

The Manager shall be authorized to negotiate and obtain appropriate policies of insurance to cover District property, liability, employee coverage and other areas appropriately included within a comprehensive insurance program. The Manager is authorized to approve changes or modifications within the policies of insurance, including programs to provide deductible provisions so long as such programs are promptly and regularly reported to the Board of Directors so it is kept informed of basic changes made in the overall insurance program of the District.

XV. RULES AND REGULATIONS

The Manager is authorized to adopt any administrative rules and regulations necessary for the efficient operation of the District so long as such rules and regulations are reported to the Board of Directors annually.

XVI. TRAVEL OF EMPLOYEES AND OTHER AUTHORIZED REPRESENTATIVES OF THE DISTRICT

The Manager is authorized to approve travel by employees and/or other authorized representatives of the District in accordance with the established Travel policy in order to effectuate necessary normal District operations provided that reimbursable personal travel expenses for an individual trip shall not exceed Three Thousand Five Hundred Dollars ($3,500) within the continental United States provided that the Board shall be advised monthly of major travel made by District staff. The Chairman of the Board shall be notified in advance of any absence greater than 72 hours of the Manager and be furnished a report of major travel monthly. Major travel is defined as being outside of Washington, Oregon and Idaho.

XVII. SALE OF PERSONAL PROPERTY

The Manager is authorized to sell and convey surplus personal property of the District pursuant to the Washington State statutory procedures and District policy. In no case shall

surplus personal property of the District be sold to any Director or District employee or to members of their immediate families without the specific approval of the Board of Directors.

XVIII. BANKING SERVICES

The Manager is authorized to negotiate for banking services, and enter into agreements for such services for terms not to exceed five years. Procedures shall be established for the deposit/disbursal of District funds recognizing the requirements of law and providing for an adequate system of internal control. Warrants/checks may require single or dual signatures as is deemed appropriate.

XIX. AUTHORIZATION OF EXPENDITURES

The Manager is authorized to establish an adequate system to control purchases of materials supplies and services. Such system should take into consideration the nature of the purchases and the dollar amounts involved. No funds shall be expended unless the purchase invoices have been properly approved in accordance with the provisions of the system established. Warrants/checks may require single or dual signatures as is deemed appropriate. Approval of the Board of Directors is required for non-emergency use of unallocated reserve funds.

XX. IMPREST WORKING FUNDS (PETTY CASH/CHANGE FUNDS)

The Manager is authorized to establish various working funds, provided that the total amount of any such fund shall not exceed one hundred dollars ($100.00). The working funds provide for petty cash purchases/change funds, and the dollar amount thereof shall be recorded on the District’s balance sheet. The Manager is also authorized to establish and maintain procedures for the creation and control of such funds.

J. CLAIMS AGAINST THE DISTRICT POLICY

All claims for damages against the Kittitas Reclamation District, or its officers, employees or volunteers are to be presented to the Secretary-Manager at the Kittitas Reclamation District office, 315 N. Water Street, Ellensburg, Washington 98926. The KRD normal business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. except holidays. Persons seeking to present a claim to the Kittitas Reclamation District may do so by delivering the claim, in writing, to the Secretary-Manager or other office staff members at this location. Delivery to an office staff member at this location will constitute delivery to the Secretary-Manager.

K. DISTRICT CREDIT CARD POLICY

I. District credit cards may be used for any expenses that are otherwise authorized by KRD rules, regulations and policies.

II. Use of District credit cards shall be certified on a monthly basis with copies of the credit card receipts provided to the KRD Treasurer.

III. District credit cards shall not be used for personal use.

IV. District credit cards used for purchases not authorized by KRD or in violation of this policy shall be reimbursed to the District by payroll withholding or direct payment.

L. DISTRICT CASH HANDLING POLICY

The KRD will conduct an annual background check on any KRD employee who regularly handles money (cash, checks, credit cards and electronic payments). This includes but is not limited to assessment payments, payroll checks, and accounts payable. All employees eligible to sign checks shall also undergo a background check.

M. PUBLIC COMMENT POLICY

Section 1: Purpose and Scope

1.1 This Policy governs public comment at regular meetings of the Board. It is adopted pursuant to RCW 42.30.240 and the District's general authority to regulate the conduct of its meetings.

1.2 This Policy establishes a limited public forum for the purpose of receiving comment on matters within the jurisdiction of the District. It does not create a general or designated public forum. All restrictions in this Policy shall be applied in a viewpoint-neutral manner.

1.3 This Policy does not apply to public hearings required by statute (including, without limitation, hearings on assessments, equalization, budgets, or annexations), which shall be conducted in accordance with the applicable statutes and any procedures announced by the Board President for that hearing.

Section 2: General Public Comment Period

2.1 Opportunity for Comment. A public comment period shall be included on the agenda of every regular meeting of the Board.

2.2 Subject Matter. Comments during the general public comment period shall be limited to matters within the jurisdiction or authority of the District that are not on the agenda for that meeting. Comment on agenda items shall be provided as set forth in Section 3.

2.3 Time Limits

a) Each speaker shall be limited to three (3) minutes.

b) The total time allotted for the general public comment period shall not exceed thirty (30) minutes, unless extended by the Board President or by majority vote of the Board.

c) The Board President may reduce the per-speaker time limit when the number of persons wishing to speak would otherwise cause the comment period to exceed the total time allotted, provided the reduction is applied uniformly.

d) Speakers may not cede, pool, or transfer time to other speakers.

2.4 Sign-In. Persons wishing to speak shall sign the comment sign-in sheet before the meeting is called to order, indicating their name and the general subject of their comment. The Board President shall call speakers in the order signed in. A speaker's refusal to provide identifying information shall not, by itself, be grounds for denying the opportunity to comment.

2.5 One Opportunity per Speaker. Each person may speak once during the general public comment period at any meeting.

2.6 Group Representation**.** Where several persons wish to comment on the same subject, the Board President may request that the group designate one or more spokespersons and may grant a designated spokesperson up to five (5) minutes.

Section 3: Comment on Agenda Items

3.1 Written Testimony**.** Any person may submit written comments on any agenda item. Written comments must be received by the District Secretary no later than 12:00 p.m. on the business day preceding the meeting to ensure distribution to the Board before the meeting. Written comments shall be distributed to all Directors and made part of the record of the meeting. Written comments received after the deadline shall be distributed to the Board at or as soon as practicable after the meeting.

3.2 Oral Comment at the Board President's Discretion. The Board President may, in his or her discretion, invite oral comment on a specific agenda item at the time that item is considered, subject to the per-speaker time limit in Section 2.3(a) and such other limits as the Board President may uniformly impose.

3.3 The opportunities provided in Section 3, together with the general comment period in Section 2, are intended to satisfy the requirement of RCW 42.30.240 that an opportunity for public comment be provided at or before every regular meeting at which final action is taken.

Section 4: Manner of Comment; Decorum

4.1 Speakers shall address their comments to the Board as a body and not to individual Directors, staff, or members of the audience.

4.2 Speakers shall begin by stating their name for the record and, if speaking in a representative capacity, the person or organization represented.

4.3 Speakers and attendees shall not engage in conduct that actually disrupts, disturbs, or otherwise impedes the orderly conduct of the meeting, including speaking over others,

refusing to yield when time has expired, or engaging in threats of violence. This section shall not be applied to restrict comment based on the viewpoint expressed.

4.4 Enforcement. The Board President may call to order any person whose conduct disrupts the meeting. If the disruption continues, the Board President may direct the person to leave the meeting, and the Board may take such further action as is authorized by RCW 42.30.050, including clearing the room or adjourning and reconvening at another location.

Section 5: Board Response; No Action on Non-Agenda Items

5.1 The public comment period is an opportunity for the Board to listen. Directors are not required to respond to comments, and neither the Board nor staff shall be expected to answer questions during the comment period.

5.2 The Board will not take final action at the same meeting on a matter raised for the first time during the general public comment period. The Board President may refer the matter to staff, direct that it be placed on a future agenda, or request that staff follow up with the speaker.

Section 6: Remote and Accommodated Comment

6.1 Where the District provides a remote attendance option for a regular meeting, the District shall endeavor to provide a means for remote oral comment subject to the same limits set forth in this Policy.

6.2 Consistent with RCW 42.30.240(2), an individual with a disability that would make attending the meeting in person difficult shall, when feasible, be permitted to provide oral comment remotely, or may submit written comment as provided in Section 3.1. Requests for accommodation should be directed to the District Secretary at least twenty-four (24) hours before the meeting where practicable.

Section 7: Special and Emergency Meetings

7.1 Public comment is not required at special meetings. The Board President may, in his or her discretion, permit public comment at a special meeting subject to the limits in this Policy.

7.2 In an emergency situation as described in RCW 42.30.240(1) and RCW 42.30.070, the Board may dispense with public comment.

Section 8: Disruptions of Meetings (RCW 42.30.050)

8.1 Disruption Defined. For purposes of this Policy, a "disruption" or "interruption" means conduct that actually disturbs, disrupts, or impedes the orderly conduct of a meeting, including, without limitation, speaking without recognition or out of turn, refusing to yield the floor when the speaker's time has expired, shouting over or interrupting speakers or Directors, blocking aisles or exits, engaging in or threatening violence, or refusing to comply with a lawful directive of the Board President issued under this Policy. The expression of critical views of the Board, the District, its staff, or its policies is not, by itself, a disruption, and this Section shall not be applied on the basis of the viewpoint expressed.

8.2 Individual Disruptions. When a person disrupts a meeting, the Board President shall, to the extent practicable, proceed as follows:

(a) issue a warning to the person, identifying the disruptive conduct and directing that it cease;

(b) if the disruptive conduct continues, direct the person to leave the meeting for its duration; and

(c) if the person refuses to leave, request the assistance of law enforcement to remove the person.

Nothing in this subsection requires a warning where the nature of the disruption (such as violence or a threat of violence) makes a warning impracticable.

8.3 Group Disruptions; Clearing the Room. In the event that any meeting is interrupted by a group or groups of persons so as to render the orderly conduct of the meeting unfeasible, and order cannot be restored by the removal of the individuals who are interrupting the meeting under Section 5.2, the Board may, consistent with RCW 42.30.050:

(a) order the meeting room cleared and continue in session; or

(b) adjourn the meeting and reconvene at another location selected by majority vote of the Directors present.

8.4 Business Following Removal of the Public**.** During any session held after the room is cleared or the meeting is reconvened pursuant to Section 8.3, the Board shall consider only matters appearing on the agenda for that meeting, and final disposition may be taken only on such agenda matters.

8.5 News Media. Representatives of the press or other news media, except those who participated in the disturbance, shall be allowed to attend any session held pursuant to Section 5.3.

8.6 Readmission. The Board may establish a procedure for readmitting to the meeting an individual or individuals who were not responsible for the disturbance, and the Board President may readmit such individuals upon reasonable assurance that the meeting will not be further disrupted.

8.7 Documentation**.** The minutes of the meeting shall reflect any action taken under this Section, including the nature of the disruption and the Board's response.

Section 9: Administration

9.1 The Board President is charged with the fair and uniform administration of this Policy and may adopt reasonable procedures consistent with it. In the absence of the Board President, the authority conferred by this Policy may be exercised by the Director presiding over the meeting.

9.2 This Policy shall be posted on the District's website and made available at each regular meeting.

9.3 If any provision of this Policy is held invalid, the remainder shall not be affected.

Adopted by the KRD Board of Directors on 09/1/2026

III. RELATIONSHIP WITH USBR AND WATER USE

A. DIVERSION STRUCTURE AND WATER MEASUREMENT POLICY

Section 1: General.

This Diversion Structure and Water Measurement Policy is intended by the KRD to apply to all individuals and entities and the lands owned by those individuals and entities whose land is designated as irrigable and thus receives irrigation water from the KRD.

Section 2: Water Measurement Required.

No irrigation water shall be withdrawn and/or delivered from KRD Canal Facilities without the water being measured using an Approved Measuring Device. All points at which irrigation water is or may be withdrawn from the KRD Canal Facilities must have an Approved Measuring Device installed which is operational. Any KRD Water User who desires to construct, modify, improve or change Withdrawal Facilities or a KRD water measuring device through which irrigation water the KRD Water User uses is delivered shall be required, at the KRD Water User's expense, to install a KRD Approved Measuring Device.

Section 3: Existing Water Measurement System.

The majority of irrigation water Withdrawal Facilities from the KRD system have installed Cipoletti weirs, which have historically been used by the KRD and KRD Water Users to measure water use. Over time many of those water measuring facilities have been damaged, removed (with or without permission of KRD management) or have not been properly maintained and no longer function. With the adoption of this policy, the KRD management will begin a District-wide repair and/or replacement of water measuring facilities that no longer function, as time and resources allow.

Section 4: Withdrawal Facilities.

No KRD Water User shall alter, remove, repair or replace KRD Withdrawal Facilities or a KRD Approved Measuring Device(s) without prior KRD approval.

B. LAND RECLASSIFICATION POLICY

Section 1: General.

This policy is intended by the Kittitas Reclamation District (KRD) to apply to individuals and entities who apply to have land designated as irrigable and thus eligible to receive KRD irrigation water or surrender their land's KRD water entitlement (collectively referred to as "inclusion and exclusion"). All applications for inclusion or exclusion of land will follow the requirements set forth in the United States Bureau of Reclamation's (USBR) **Revised Guidelines for Processing Requests for Inclusions, Exclusions, Water Transfers, and Related Actions**.

All applications for inclusion and exclusion will be commenced by completing the application form provided by the KRD.

The KRD will, as applications are received, maintain a list of landowners that want to surrender their water entitlement (Surrender Pool) and those landowners that want to have their lands reclassified as irrigable (Reclassification Pool).

The KRD will determine how often the reclassifications are submitted to the USBR; provided, however, Applications will be submitted no more frequently than every twelve (12) months. No water entitlement transfers will be submitted and completed unless there are a sufficient number of acres contained in the Surrender Pool to equal the number of acres seeking reclassification. Surrenders and Reclassifications will be considered on an irrigable acre basis. Until the surrender and reclassification are fully completed the lands from which the entitlement is to be surrendered shall remain fully liable for and pay the construction and O & M charges attributable to the irrigable acres on the land.

Section 2: Surrender Lands.

An applicant wishing to surrender a water entitlement shall notify the KRD in writing by completing the application form provided by KRD. At the time of filing an application to surrender a KRD water entitlement, all due but unpaid assessments shall be fully paid. An application will not be further processed until such time as there are an equal number of acres seeking reclassification in the reclassification pool.

As part of the surrender process all legal landowners and any party having an interest in the property will be required to sign such written documents as are necessary in a form prepared by the KRD which will be recorded with the Kittitas County Auditor at the completion of the surrender process. All recording and/or other fees, including but not limited to document preparation, title commitment and recording fees associated with the Declaration of Surrender of Water Entitlement, are the responsibility of and shall be paid by the applicant. **The document**

will reflect that the property from which the water entitlement is being surrendered will, after completion of the surrender and transfer, never be entitled to use or receive KRD water again.

Prior to completion of the water right surrender, the Construction Debt must be paid on the land being excluded and, in the event the applicant owns other property eligible to receive District water, **the Construction Debt on all such other property within the KRD must be paid as well** in accordance with the Reclamation Reform Act. Payment of such Construction Debt is the ultimate responsibility of the applicant seeking to surrender the entitlement. Any allocation of responsibility for such payment between the applicant seeking to surrender and the applicant seeking to reclassify is between such parties and the District has no responsibility in any negotiations and will not participate in any negotiations. In the event the KRD determines there are modifications to its delivery system necessary to complete and implement the surrender of water entitlement, then the KRD shall perform those modifications, and the landowner shall pay the cost of those modifications. After completion of the surrender and reclassification, the lands from which the entitlement is surrendered shall no longer be liable for O & M assessments.

Section 3: Reclassification of Lands for Inclusion.

An applicant wishing to reclassify their land within the KRD as irrigable will notify the District in writing and fill out the application provided by KRD. The Reclassification application will not be submitted to the USBR unless there is sufficient acreage in the Surrender Pool to satisfy the requested reclassification. All lands requesting reclassification must be within the existing District boundaries and capable of having water delivered to the property by the existing KRD irrigation water delivery system. Any improvements needed to service the reclassified property must be approved by the District and will be paid for by the applicant.

A deposit, payable to the USBR based on the number of acres involved in the area, shall be delivered to the KRD in addition to the fees payable to the KRD set forth in Section 4 prior to KRD submitting the Application to the USBR. In the event the fee is not submitted within fourteen (14) days of being requested, then the KRD will deem the Application abandoned and process the inclusion or exclusion without the lands subject to the Application. The USBR shall determine the final actual charge at the time of completion of the reclassification, and the ultimate charge will be adjusted accordingly, with the applicant receiving a credit or balance due statement, which is due and payable upon receipt. **All costs incurred during the reclassification process are the sole responsibility of the applicant and must be paid prior to completion of the transfer.**

At such time that the District determines, the applicant will be required to supply the District with all of the documentation, proof of current legal ownership and maps required by the USBR along with a legal description of the property and the names and addresses of all the purported owners and parties having an interest in the property. The District will supply the applicant with

copies of the original USBR soil maps of the property. All required documentation is to be submitted to the KRD prior to the application being forwarded to the USBR.

Upon completion of the reclassification, the property will be mapped and an account will be set up for the newly reclassified acreage. The owner of the land reclassified shall sign asuch documents as the KRD deems necessary in a form provided by the District. The document shall, among other things, bind the land, in perpetuity, to any and all contracts existing between the KRD and the USBR and shall obligate the owner of the land to pay all dues and assessments. **The annual assessment rate will be the Operation and Maintenance (O & M) percentage rate for the area that will be serviced or that applicable to the lands from which the entitlement is being transferred, whichever is higher, plus a 10% surcharge.**

Lands within a plat may be eligible for water entitlement transfers only if all of the designated irrigable acres in the entire plat elect to participate in the proposed transfer; provided, however, that each parcel under separate ownership shall file a separate Application and each Application shall pay fees to the USBR and to the KRD pursuant to Section 4.2.

Section 4: Criteria and Fees.

4.1 Process: An Application for inclusion or exclusion must be submitted to the KRD along with a nonrefundable review fee of $100.00 to be paid at the time the Application is submitted to the KRD. The KRD will conduct a preliminary review of the Application to determine if the Application is complete, whether additional information is needed and whether the criteria set forth in Section 4.2 support the ultimate approval of the Application. The preliminary review by the KRD will be conducted applying the criteria set forth in Section 4.2. If the KRD concludes, after the preliminary review, the Application should be rejected the Applicant will be notified. If the KRD preliminarily accepts the Application, then the Application will go to the reclassification pool or the surrender pool. Applications will be processed in a group through the winter months (while water is off) in the order the Applications are received. .

4.2 Criteria. In approving or denying an application:

4.2.1 The KRD will not approve the designation of land as irrigable or the exclusion of acreage and surrender of a water entitlement unless and until the USBR approves of the inclusion and/or exclusion; and

4.2.2 The KRD will not approve any inclusion or exclusion of acreage unless and until all fees owed the USBR and the KRD to process the inclusion or exclusion have been paid in full; and

4.2.3 The KRD will not approve nor forward to the USBR for processing any inclusion or exclusion which impairs, hinders or otherwise interferes with the KRD's operation and maintenance of its irrigation delivery and maintenance system. The KRD intends to make this determination on a case by case basis considering the following factors:

4.2.3.1 The location of the property sought to be reclassified and included; and

4.2.3.2 The location of the property sought to be surrendered; and

4.2.3.3 The KRD maintenance concerns associated with each property.

4.2.4 The KRD will not approve an inclusion or exclusion which, in the sole opinion of the KRD, does or could result in the use of KRD water in violation of USBR Rules, including the Reclamation Reform Act as hereinafter amended, or in violation of the contract KRD has with the USBR.

The KRD reserves the right, to be exercised in the KRD's sole discretion, to determine these factors and ultimately approve or deny the application for inclusion or exclusion.

4.3 Fees.

In addition to any and all fees charged by the USBR, the applicant shall pay to the KRD an application fee in the minimum amount of $480.00. The KRD staff will maintain records of their time spent on the application. At the point in time spent by the KRD staff exceeds 12 hours then the applicant will reimburse the KRD at the rate of $40.00 per hour over 12 hours. In addition, the applicant will reimburse the KRD for legal fees incurred by the KRD in processing the application and all costs associated with recording documents with the Kittitas County Auditor. In the event an applicant begins an application and then later withdraws the application or elects not to complete the application, no fees paid will be reimbursed and the applicant will pay all outstanding fees. Fees charged by the USBR will be paid to the KRD and transmitted to the USBR with the Application. If the USBR fee can be spread over multiple owners involved in the same Application, the USBR fees will be collected from the Applicants on a prorated basis with the proration based on the number of irrigable acres each Applicant owns.

C. WATER RIGHT CHANGE AND TRANSFER POLICY

The KRD has adopted the following policies with respect to changes and transfers of water rights:

1. When irrigable property within the KRD service area has another source of irrigation water in addition to KRD Water, which additional water right has a priority date prior to 1905 (hereinafter a "Priority Water Right"), and the owner of the Priority Water Right seeks to change or transfer the purpose of use and/or the place of use of the Priority Water Right to a new use inside or outside the KRD boundaries that will result in a new use of water with a priority date prior to 1905, the KRD will not support that transfer, as that transfer will result in an increase in consumptive use of water within the Yakima River Basin, which may result in the KRD Water Right being prorated earlier in a year and/or more often. A change or transfer that will result in or potentially could result in the KRD Water Right being prorated earlier in a year and/or more often constitutes impairment of the KRD Water Right as that term is used in RCW 90.03.380.

2. When irrigable property within the KRD service area has a Priority Water Right in addition to the KRD Water Right, which Priority Water Right has a priority date prior to 1905, and the owner of that Priority Water Right seeks to change or transfer the purpose of use and/or the place of use of the Priority Water Right to another use inside or outside the district boundaries that will not result in a new consumptive use of water with a priority date prior to 1905 because the transfer is for instream flow and/or other non-consumptive uses, the KRD will be in a position to support that transfer if the instream flow and/or other non-consumptive use can be protected from consumptive use by third parties, because if the instream flow water right and/or other consumptive uses cannot be protected from consumptive use, then that transfer will result in an increase in consumptive use of water within the Yakima River Basin, which may result in the KRD Water Right being prorated earlier in a year or more often.

D. USE OF WATER TO GROW MARIJUANA POLICY

I. The KRD will not approve the use of KRD facilities and KRD water in the cultivation of marijuana.

II. Should KRD employees become aware of KRD facilities or water supplied by KRD being used to facilitate cultivation of marijuana, they will, through the Manager of the KRD, bring this to the attention of USBR in a manner consistent with USBR PEC TRMR-63.

III. The KRD does not have a responsibility or designated role in actively seeking enforcement of the CSA.

IV. This resolution shall remain in effect so long as PEC TRMR-63 is in effect.

E. UNAUTHORIZED WATER USE POLICY

I. Any landowner within the KRD service area who desires to order irrigation water shall place irrigation water orders by telephone prior to 8:00 a.m. each business day by contacting the KRD ditch rider assigned to that portion of the KRD service area. Ditch riders shall fulfill water orders consistent with the then-existing per-acre allotment of irrigation water, as set by the KRD Board of Directors.

II. All Diversion Facilities are controlled by the KRD and no landowner may directly access Diversion Facilities used by the KRD to deliver water to that landowner's property. The KRD will lock or otherwise secure the Diversion Facilities in order to ensure the orderly delivery of irrigation water by landowners as provided for above in Paragraph 1.

III. The KRD management, in the KRD management's sole and absolute discretion, may take one or more of the following alternative steps with respect to any person who tampers with or interferes with the Diversion Facilities and/or takes water they have not ordered as provided for in Paragraph 1:

3.1 The KRD may fine the person who interferes with the Diversion Facilities and/or takes water they have not ordered as provided for in Paragraph 1 in an amount equal to $500.00 per violation and seek recovery of the costs of any damage to the Diversion Facilities; and/or

3.2 The KRD may withhold further water deliveries to the landowner involved in the tampering with or interference with the Diversion Facilities and/or withdrawal of water they have not ordered as provided for in Paragraph 1; and/or

3.3 The KRD may forward facts related to the incident in which the person interferes with or tampers with the Diversion Facilities and/or takes water they have not ordered as provided for in Paragraph 1 to the Kittitas County Sheriff's office and request prosecution pursuant to RCW 90.03.400, RCW 90.03.410 and/or RCW 90.03.420.

F. KITTITAS COUNTY WATER PURVEYORS' POLICY

1. KRD shall facilitate a group of water users known as the KCWP for the following purposes:

   To support a diverse group of Kittitas Valley water users to conduct scientific studies and acquire data, provide technical assistance and offer information to entities providing irrigation delivery services and to individual water rights holders, in order to foster the wise use of irrigation water for food, forage and fiber production, and to encourage water storage development and sound water management in support of agriculture, water quality and wildlife habitat. Educational materials may also be prepared and made available to water users, agency staff, elected officials and the general public (the "KCWP Program").

2. Any irrigation district, private irrigation water company, or private water right holder meeting the criteria set forth below may participate as a member in the KCWP Program by paying a fee and signing an agreement to participate in a form acceptable to the KRD Secretary-Manager.

3. Each member of the Program shall pay to KRD an administrative fee, which is intended to cover the cost of KRD employees and equipment devoted to fulfilling the purposes of the KCWP. The fee may be adjusted annually and shall be based on a per-acre fee as determined by the KRD Board of Directors.

4. KRD staff assigned to assist the KCWP together with the KRD Secretary-Manager, shall develop criteria for individual water right holders to participate in the KCWP on a case-by-case basis.

Criteria for Individual Water Right Holders to

Participate as a Member of KCWP

1. The individual water right holder must own a minimum of 20 acres located in Kittitas County.

2. When issues arise, the member shall provide transportation to sampling points on the member's property. Sampling points will not be accessed via non-KRD irrigation district canal roads.

3. If an individual member has a complaint against one of the member's neighbors, KRD will document the issue and provide the information to the member making the complaint. The member will work with the member's neighbor or the Department of Ecology to resolve the issue.

4. If an individual member receives a complaint from the Department of Ecology or another member of the Program, KRD will document the issue and assist the member with resolving the issue with the Department of Ecology or the other member.

5. If the Department of Ecology contacts KRD regarding an individual member's return flows, KRD will communicate to the Department of Ecology that the member is involved in the Program.

6. Water from individual members' properties will not be sampled weekly; however, KRD will inform a member if it becomes aware of an issue with water quality on an individual member's property.

IV. KRD PROPERTY

A. CROSSING AND USE PERMIT POLICY

A) Applicability: This policy is intended by Kittitas Reclamation District (hereinafter referred to as "KRD") to apply to individuals and entities who apply to either cross or use KRD facilities which are owned by the KRD. Individuals and entities who apply to cross or use KRD facilities must also comply with KRD's Bridge Policy. KRD will, as applications for crossing or use of KRD facilities are received, process all applications consistent with this policy. This policy does not apply to individuals or entities who apply to cross or use Transferred Works or Canal Facilities owned by Reclamation. Individuals or entities who want to apply to cross or use Transferred Works or Canal Facilities owned by Reclamation must apply to Reclamation.

B) Revocable and Permissive Use: All Crossing Licenses and Use Licenses are revocable by KRD. No right to cross or use KRD Facilities shall ripen into a claim of adverse possession or prescriptive use.

C) Applicants: All individuals or entities desiring to use or cross KRD Facilities shall apply to KRD. Upon receipt of the application, KRD management shall review and investigate the application. KRD management shall make a recommendation on the application to the KRD Board of Directors.

D) Criteria and Fees:

1. Process: An application for a Crossing License or Use License must be submitted to KRD. KRD will conduct a preliminary review of the application to determine if the application is complete, whether additional information is needed and whether the criteria set forth in Section 4.2 support the ultimate approval of the application. If KRD concludes, after its preliminary review, that the application should be rejected, then the applicant will be notified. If KRD determines the application should be approved, then the Applicant shall sign the Crossing License or Use License, as the case may be.

2. Criteria: In approving or denying an application:

(i) KRD will not approve the Crossing License or Use License unless and until the use by the Applicant is shown to be at the location and in the manner specified as acceptable to KRD, provided that at no time shall the construction, operation, repair, maintenance or use of the Use Facilities by the Applicant disturb, change, or alter in any manner the existing canals

and laterals or KRD's use and operation of the canals or KRD Facilities and the Applicant has executed the Crossing License or Use License in a form. acceptable to KRD

(ii) KRD will not approve the Crossing License or Use License unless and until the Applicant, at its sole cost and expense, agrees to construct, repair, and maintain the improvements necessary to accomplish the use of the KRD Facilities.

(iii) KRD will not approve the Crossing License or Use License unless and until the Applicant agrees to perform all work to be done as provided for herein in such a manner so as not to cause loss or damage to KRD, the KRD Facilities, KRD water users or any third person, or interfere with the operation of the KRD system. As used herein, the terms "interfere with its operations" or "interfering with its operations" means the interference with or interruption of the flow of water in or the use by KRD or the maintenance by KRD of the KRD canals, laterals and the KRD Facilities or of the continuous delivery of water by KRD.

3. Fees: Upon application for a Crossing License or Use License, the Applicant shall pay a nonrefundable fee of $200.00 plus recording fees incurred by KRD to record the Crossing License. All fees due to KRD shall be paid by the applicant before the issuance of the License by KRD.

E) Insurance: KRD, in KRD's sole and absolute discretion, may require the Applicant to provide insurance that names KRD as an additional insured. Whether to require insurance and if so required, in what amounts, shall be made by KRD on a case-by-case basis in the sole discretion of KRD.

F) Hold Harmless and Indemnification: The Applicant and any property owner benefited by the Crossing License or Use License created (hereinafter referred to as "Indemnitor") shall defend, indemnify and hold KRD (hereinafter referred to as "Indemnitee") harmless from any and all damages, claims and causes of action which may accrue to or be suffered by any Indemnitee by reason of, arising out of, or resulting from the use by the Indemnitor of the Crossing License or Use License or the use by the Indemnitor's employees, agents, lessees, licensees, invitees, and guests.

G) Recording: KRD may, in its sole discretion, require the License to be recorded. In the event KRD requires the license to be recorded, then the Applicant shall reimburse KRD for the costs of recording.

H) Limitations: KRD has no ability to grant or approve a crossing or use license on real or personal property that is owned by the United States Bureau of Reclamation. All individuals or entities desiring to use or cross real or personal property owned by the United States Bureau of Reclamation shall apply for a license from the United State Bureau of Reclamation.

KRD Board Approved 04/08/2025

B. BRIDGE AND CULVERT POLICY

A) Kittitas Reclamation District (KRD) operates 330 miles of canals and laterals which serve almost 60,000 acres within Kittitas County, Washington. There are numerous bridges and culverts within the canals and laterals which allow pedestrians, equipment, and vehicles to cross the KRD canals and laterals.

B) KRD has developed a Crossing and Use Policy, both of which require written permission for a member of the public and/or an adjoining landowner(s) to cross and/or use KRD rights-of-way. All crossing licenses are required to be reduced to writing in order to be valid. Depending on the location of the crossing, a crossing license may require approval of the United States Bureau of Reclamation (Reclamation) prior to being issued. This policy applies to all crossing of the KRD canals and/or laterals by bridge.

C) KRD has three types of bridges that have been installed since the canal was constructed. The three types are as follows:

1. Bridges constructed, owned, maintained, and inspected by Reclamation ("Reclamation Bridges");

2. Bridges constructed and/or owned, maintained, and inspected by KRD ("KRD Bridges"); and

3. Bridges constructed and owned by an individual or entity other than Reclamation and/or KRD or a bridge that could have been originally constructed by Reclamation, but is no longer needed for project purposes, and has been solely used by landowners and is no longer the responsibility of the KRD or Reclamation. These bridges are sometimes referred to as "landowner bridges" and/or "farm bridges" depending on the date KRD maps were created.

D) Use of Bridges: KRD and Reclamation bridges are maintained and reserved for use by KRD and/or Reclamation personnel. Only Reclamation administrative staff may authorize others to use a KRD or Reclamation bridge to cross the federal right-of-way. Any such use permission will be reduced to writing in a form acceptable to Reclamation and KRD to be recorded with the Kittitas County Auditor.

1. Landowner bridges are not the responsibility of KRD and/or Reclamation to construct, repair, maintain, or replace. Any necessary construction, repair,

maintenance, and/or replacement of a landowner bridge is the responsibility of the landowner(s) and/or the individual(s) who have a written right recognized by KRD or Reclamation to use the landowner bridge.

2. KRD and/or Reclamation have the right to inspect any existing landowner bridges which cross the KRD canals and/or laterals and if, in the sole judgment of KRD and/or Reclamation, the landowner bridge requires repair, maintenance, and/or replacement for the safety of the canal and lateral operations, the landowner(s) and/or the individual(s) who have a written right recognized by KRD/Reclamation to use the landowner bridge are responsible for the cost of the repair, maintenance, and/or replacement of the landowner bridge. In the event the landowner refuses and/or fails to maintain, repair, or replace the landowner bridge, then the KRD/Reclamation may revoke the permission to locate the landowner bridge and require the landowner to remove the landowner bridge. If the landowner refuses and/or fails to remove the landowner bridge, then the Reclamation may, in its sole discretion, remove the landowner bridge at the landowner's sole cost and expense.

3. KRD and Reclamation reserve the right to have KRD and/or Reclamation engineers and/or personnel review any plans to construct, maintain, repair, or replace a landowner bridge. No construction, repair, maintenance, or replacement of a landowner bridge may occur without the landowner(s) and/or the individual(s) who have a written right recognized by KRD to use the landowner bridge obtaining the permission of the KRD in advance of the construction, repair, maintenance, or replacement of the landowner bridge. No construction, repair, maintenance, or replacement of a landowner bridge can commence without the landowner providing an engineer stamped design for bridge and load rating. A load rating sign must be posted appropriately at the bridge site.

4. KRD has the right to have KRD and/or Reclamation engineers review any proposed construction, repair, maintenance, or replacement of a landowner bridge and any such review shall be at the cost of the landowner(s) and/or the individual(s) who have a written right recognized by KRD to use the landowner bridge.

5. KRD and/or Reclamation personnel and staff are authorized, in their sole judgment, to order the removal of landowner bridges that are not properly maintained and/or repaired and/or are in danger of collapsing into the KRD canal or lateral when being crossed by vehicles.

6. All landowner bridges, existing or new, require a current Crossing License issued by Reclamation to cross the federal right-of-way.

Any individual or entity requesting a crossing license that involves the construction of a new landowner bridge must design the landowner bridge to current Reclamation standards and must provide plans to KRD and/or Reclamation in advance of the construction of the landowner bridge so that KRD and/or Reclamation personnel may review the plans prior to the construction of the landowner bridge. All such reviews shall be at the cost of the landowner(s) and/or the individual(s) who have a written right recognized by KRD to use the landowner bridge. In no case will a bridge be allowed to be constructed without a written crossing license issued by Reclamation. Anytime KRD reviews the condition of a landowner bridge and/or reviews the proposed construction, repair, maintenance, or replacement of an existing landowner bridge, KRD may require as a condition of approval, that the landowner enter into a crossing license with KRD and/or Reclamation.

E) Bridge Inventory: Exhibit A shows a full inventory of landowner and Reclamation bridges within the district boundaries.

Exhibit A.

MILEPOST	DESCRIPTION	OV SPAN	STRUCT TYP	SPANS	DECK SURFACE	DECK WIDTH	OWNER?
BC01.8							Landowner
BC02.4	Badger Creek Ross spill road	18	Timber	1	Timber	15	USBR
BC02.5							Landowner
BC03.2							Landowner
BC04.46							Landowner
BC04.88							Landowner
BC05.11		21	Timber	1	Timber	16	Landowner
MB00.02	USBR Gaging Station	50	Concrete	1	Timber	4	USBR
MB01.9	Tucker Creek Syphon	40	Steel	3	Timber	14	USBR
MB03.2	Munro/Candid Camera	58	Steel	1	Timber	16	TBD
MB04.3	Bear, Darling/Filbert Rd	58	Steel	1	Timber	16	Landowner
MB04.8	Big Creek Syphon	58	Steel	1	Timber	16	USBR
MB05.1	Circle 8 Ranch/Lund Ln	70	Timber	4	Timber	16	Landowner
MB05.9	Little Creek Syphon	20	Timber	1	Timber	16	USBR
MB06.0	Storie Lane/ Bridge to nowhere	90	Concrete	1		30	Landowner
MB07.0	Camp Kiononia	60	Steel	1	Timber	16	Landowner
MB08.6	Peterson Spill	14	Concrete	1	Timber	16	USBR

MILEPOST	DESCRIPTION	OV SPAN	STRUCT TYP	SPANS	DECK SURFACE	DECK WIDTH	OWNER?
MB12.5	Cle Elum Syphon		Timber	1			USBR
MB15.5	Goodwin/Bierek	64	Timber	4	Timber	16	Landowner
MB16.4	Wiley Ln	64	Timber	4	Timber	16	Landowner
MB17.6	Dog Kennel/ Lucious	68	Timber	4	Timber	16	Landowner
MB18.8	(Septic)	64	Timber	4	Timber	16	Landowner
MB21.7	1146 spill	25	Concrete	1	Concrete	14	USBR
MB23.1	Horseshoe Canyon	12	Timber	1	Timber	8	USBR
MB24.1	Morrison Canyon	10	Concrete	1		4	USBR
MB24.3	Sunlight Waters	42	Steel	1	Timber	16	Landowner
MB25.1	Singing Hills, Horlick Road	42	Steel	1	Timber	16	USBR
MB25.4	Rocky Point Tunnel/Springwood	42	Timber	1	Timber	16	USBR
NB04.8	Dry Creek Syphon	27	Timber	1	Timber	14	USBR
NB06.7	Farm Bridge	53	Timber	3	Timber		Landowner
NB09.8	Hunt	60	Steel	1		9	Landowner
NB 10.4	Footbridge						Landowner
NB11.2	PUD	60	Steel	1	Steel	12	Landowner
NB14.2	Jenkins	60	Timber	3	Timber	16	Landowner
NB15.1	Jenkins	60	Timber	3	Timber	16	Landowner
NB16.1	Johnson	60	Timber	3	Timber	16	Landowner
NB16.8	Naneum Headworks	60	Timber	3	Timber	16	USBR
NB18.9	Farm Bridge/ German-Kaiser	60	Timber	3	Timber	16	Landowner
NB19.9	Farm Bridge/James Dickson	54	Steel	1		16	Landowner
NB21.4	Charltons	54	Timber	3	Timber	16	Landowner
NB22.4	Cooke Headworks	46	Timber	3	Timber	16	USBR
NB22.5	Treats	46	Steel	1			Landowner
NB23.2	Caribou Headworks	46	Timber	3	Timber	16	USBR
NB23.8	Venture Farms/BLM	42	Timber	2	Timber	16	Landowner
NB24.8	Weber	42	Timber	2	Timber	16	Landowner
NB28.6	TV Jack	42	Timber	1	Timber	16	Landowner
PP07.7	Replaced by County	24	Steel		Timber	15	TBD
PT00.2	Pumping Plant Road	32	Concrete	1	Concrete	20	USBR
PT00.3	Wipple Wasteway Headworks	12.5	Timber	1	Timber	14	USBR
PT03.4	Turbine Wasteway	14	Timber	1	Timber	12	USBR
PT09.6		22	Timber	1	Timber	17	Landowner
PT10.1		17	Timber	1	Timber	16.5	Landowner
PT12.2		15	Timber	1	Timber	14	Landowner
PT16.3							TBD
PT17.1							Landowner
SB01.2	Gregorich (recently rebuilt)	30	Concrete	1	Concrete	16	Landowner
SB02.9	Taneum Creek		Steel	1	Timber		USBR

SB10.4	Fischer			1			Landowner
SB11.7		20	Timber	1	Timber	12	Landowner
SB12.5	High Ranches Road	30	Concrete	1		30	Landowner
SB12.8	Dunnington	30	Timber	2		12	Landowner
SB13.4	Farm Bridge/Bradshaw		Timber	1	Timber		Landowner
SB14.2	Manastash Creek	27	Timber	1	Timber	14	KRD
SB15.4	Cove Rd; W of	16	Timber	1	Timber	16	USBR
SB4.2	Joe Watt/DNR	30	Timber			18	Landowner
WW01.91		25	Timber	1	Concrete	17	Landowner
WW03.0		20	Timber	1	Timber	18	Landowner

KRD Board Approved 04/08/2025

C. FACILITY MODIFICATION POLICY

Section 1. General.

This policy is intended by the Kittitas Reclamation District (hereinafter referred to as "KRD") to apply to individuals and entities who apply to make Modifications to existing KRD facilities. Modification includes, but are not limited to, the addition and/or improvements to trash racks, flow meters, measuring devices, bubblers, weirs, pumps, siphons, etc...
KRD will, as applications for modifying facilities are received, process all applications consistent with this policy.

Section 2. Revocable and Permissive Use.

All Facility Modification Licenses are revocable by KRD. No right to modify KRD Facilities shall ripen into ownership through a claim of adverse possession or prescriptive use.

Section 3. Applicants.

All individuals or entities desiring to modify existing KRD Facilities shall apply to KRD. Upon receipt of the application, KRD management shall review and investigate the application. KRD management shall make a recommendation on the application to the KRD Board of Directors. The Board of Directors has the ability to approve or deny an application for any reason.

Section 4. Criteria and Fees.

4.1 Process. An application for Modification of existing facilities must be submitted to KRD. KRD will conduct a preliminary review of the application to determine if the application is complete, whether additional information is needed and whether the criteria set forth in Section 5.2 support the ultimate approval of the application. If KRD concludes, after the preliminary review, the application should be rejected the applicant will be notified. If KRD determines the application should be approved then the Applicant shall sign the Facility Modification License, as the case may be.

4.2 Criteria. In approving or denying an application:

4.2.1 KRD will not approve the Facility Modification License on KRD owned property unless and until the use by the Applicant is shown to be at the location and in the manner specified as acceptable to KRD, provided that at no time shall the construction, operation, repair, maintenance or use of the modified facilities by the Applicant disturb, change, or alter in any manner the existing canals and laterals or KRD's use and operation of the canals or the KRD Facilities and the Applicant has executed the Facility Modification License in the form provided by KRD.

4.2.2 KRD will not approve the Facility Modification License on KRD owned property unless and until the Applicant, at its sole cost and expense, agrees to construct, repair, and maintain the modifications necessary to accomplish the use of the KRD Facilities. The Facility Modification License will not be approved unless the following conditions for the modification of the facilities is agreed upon:

a. Landowners cannot deviate or modify from the approved design.

b. Design and installation of the modification must be completed by qualified contractor or other KRD approved personnel.

c. Any approved improvement added to an existing KRD Diversion will not be maintained or operated by the KRD including the Landowner's private weed screens, flow meters, pumps and siphons. Private weed screens, flow meters, pumps and siphons will be maintained by the landowner issued the licenses, including any heirs, assigns and successors and are designated as Landowner Facilities.

d. KRD reserves the right to have KRD engineers and/or personnel review any plans to construct, maintain, repair, or replace a diversion and/or a modification to an existing diversion. No construction, repair, maintenance, or replacement of a diversion may occur without the landowner(s) and/or the individual(s) who have a written right recognized by KRD to use the diversion obtaining the permission of KRD in advance of the construction, repair, maintenance, or replacement of the diversion.

e. KRD has the right to inspect Landowner Facilities within the KRD canals and/or lateral system. If in the sole judgement of KRD and/or USBR, the extension/modification requires repair, maintenance, and/or replacement, the Landowner(s) and/or the individual(s) who have a written right recognized by KRD to use the diversion facility are responsible for the cost of the repair, maintenance, and/or replacement of the modified diversion. In the event the Landowner refuses and/or fails to maintain, repair, or replace the Landowner Facilities, then KRD may revoke the permission to utilize the Landowner Facilities on the KRD right-of-way and require the landowner to remove the Landowner Facilities. If the Landowner refuses and/or fails to remove the designated Landowner

4.2.3 KRD will not approve the Facility Modification License on KRD owned property unless and until the Applicant agrees to perform all work to be done as provided for herein in such a manner so as not to cause loss or damage to KRD, the KRD Facilities, KRD water users

or any third person, or interfere with the operation of the KRD system. As used herein, the terms "interfere with its operations" or "interfering with its operations" means the interference with or interruption of the flow of water in or the use by KRD or the maintenance by KRD of the KRD canals, laterals and the KRD Facilities or of the continuous delivery of water by KRD.

Limitations: KRD has no ability to grant or approve a Facility Modification license on real or personal property that is owned by the United States Bureau of Reclamation. All individuals or entities desiring to make modifications to real or personal property owned by the United States Bureau of Reclamation shall apply for a license from the United State Bureau of Reclamation.

4.3 Fees. Upon application for a Facility Modification License on KRD owned property, the Applicant shall pay a nonrefundable fee of $200.00 plus recording fees incurred by KRD to record the Facility Modification License, plus the actual costs of any fees and costs KRD incurs as a result of KRD engineers' review of the Turnout plans and specifications. The fee reimburses KRD for the expenses incurred in investigating the proposed location or use and the cost of preparing the Facility Modification License. All fees due KRD shall be paid by the Applicant before the issuance the License by KRD.

Section 5. Insurance.

KRD, in KRD's sole and absolute discretion, may require the Applicant to provide insurance that names KRD as an additional insured. Whether to require insurance and if so required, in what amounts, shall be made by KRD on a case-by-case basis in the sole discretion of KRD.

Section 6. Hold Harmless and Indemnification.

The Applicant and any property owner benefited by the Facility Modification License created (hereinafter referred to as "Indemnitor") shall defend, indemnify and hold KRD (hereinafter referred to as "Indemnitee") harmless from any and all damages, claims and causes of action which may accrue to or be suffered by any Indemnitee by reason of, arising out of, or resulting from the use by the Indemnitor of the Facility Modification License or the use by the Indemnitor's employees, agents, lessees, licensees, invitees, and guests.

Section 7. Recording.

The KRD may, in its sole discretion, require the License to be recorded. In the event the KRD requires the license to be recorded, then the Applicant shall reimburse the KRD for the costs of recording.

D. POLICY FOR DIVISIONS OF PROPERTY WITH KRD IRRIGABLE ACREAGE

A) Applicability: This policy applies to any division of a Kittitas County tax parcel containing Kittitas Reclamation District ("KRD") assessed irrigable acreage that creates one (1) or more new tax parcel(s) or changes or adjusts the boundaries of one (1) or more tax parcel(s), through a plat, subdivision, boundary line adjustment, or any other division authorized by Kittitas County Code (hereinafter referred to as a "Division"). KRD must be notified of all Divisions and all Divisions will be reviewed and approved by KRD on a case-by-case basis.

B) Requirements.

1. Any landowner who undertakes any division or reconfiguration of real property, including but not limited to, a subdivision plat, long plat, short plat, segregations, boundary line adjustments, comp plan amendment, or re-zones, within the service area of the District must, consistent with Chapter 16.18 Kittitas County Code, provide for a water distribution plan for affected lands, together with rights-of-way to each newly created or reconfigured lots entitled to receive irrigation water. In connection therewith, a drawing or survey shall be prepared showing the location(s) of anticipated new parcels and the location of proposed irrigation water delivery systems. Such system shall not impair the rights or uses of downgradient water rights holders who shall be consulted in connection with the system design. Only upon confirmation that the proposed water distribution system and access/easement rights are sufficient for continuing irrigation delivery to all lands within the Division will KRD provide written certification thereof to the local land use planning authority, which certification shall be a condition on final approval. KCC 16.18.030-.035.

2. Using a Water Distribution Plan in a form provided by KRD, each Landowner who divides or reconfigures land with Irrigable Acreage shall complete a written Water Distribution Plan prior to KRD approving the Division. KRD administration staff and KRD management are authorized to amend, modify, or alter the Water Distribution Plan as they deem appropriate. The completed Water Distribution Plan shall be recorded with the Kittitas County Auditor's office by KRD and the Landowner is responsible for payment of the requisite recording fees in advance.

3. At or before the time of the first transfer of ownership after a Division, an approved existing or new Diversion may be required to be installed by KRD at the Landowner's sole cost and expense. If the existing private delivery system does not comply with KRD-related policies, landowners may be required to make additional improvements. All Diversions shall be constructed pursuant to the KRD Diversion & Distribution Policy.

The Diversion structure design and contractor must be approved by KRD. Diversion structures, after construction, shall become property of KRD and KRD will be responsible for the normal maintenance of the Diversion structure.

4. Installation and maintenance of the Water Distribution System attached to the Diversion are the responsibility of the Landowner. All modifications to an existing Diversion or the creation of a new Diversion require the approval of KRD Board of Directors before they are undertaken. Modification to a Diversion cannot impact the functionality of the Diversion.

5. There will be a per-lot Division Fee payable to KRD at the time of the Division. E.g., A Division dividing a parcel into four or less lots requires a single Division Fee of $250.00; into 5 or more lots requires the initial Division fee plus additional $120.00 per additional division; etc. KRD will not assign assessed acres to a lot without payment of that fee. KRD will not deliver irrigation water to any lot created in a Division for which the Division Fees are unpaid.

6. All Divisions are subject to having a Water Master assigned. The requirement for the establishment of a Water Master shall be stated on the face of the plat. If so required, the Landowner must provide for the appointment of a Water Master, who shall be the only person responsible for ordering water for the parcels served by the Diversion and Water Distribution System. The Water Master will be responsible for keeping water use records for each parcel. KRD will only be responsible for keeping records of the total water ordered at the KRD Diversion. The Water Master may also be involved with the Maintenance of the Division's Water Distribution System. Formal agreements on the duties of the Water master are the responsibility of the Landowner and the various new Landowners. Each Landowner MUST sign an **Authorization to Order Water** form annually to allow the Water Master to order their water allotment.

The face of any long plat, short plat, or survey which divides a parcel(s) containing Irrigable Acreage must state:

(i) "KRD operations and maintenance roads are for KRD Use Only. Residential and Recreational use is prohibited."

(ii) "KRD is only responsible for delivery of water to the highest feasible point in each 160-acre unit or to a designated Diversion. KRD is not responsible for water delivery loss (seepage, evaporation, etc.) below the designated Diversion from the KRD system."

(iii) "Full payment of annual KRD assessment is required regardless of the use or non-use of water by the owner. Failure to pay the annual assessment will result in KRD withholding water until the assessment, interest, and all costs and fees are paid."

(iv) The long plat, short plat, or survey must show the amount of irrigable acreage of each parcel within the division and contain the statement: "KRD water may only be applied to acreage designated as irrigable by KRD."
(v) All Divisions may be subject to piping or fencing of KRD rights-of-way for public safety at the Landowner's sole cost and expense.

(vi) KRD's Ditch Rider will only deliver water to the original parcel at the Division's assigned Diversion. KRD's water delivery responsibility ends at that Diversion. It is the responsibility of the Landowner(s) to ensure that each parcel can receive water. Any problems that arise with the Water Distribution System will be the responsibility of the Landowner.

(vii) KRD is within a federal reclamation project with limitations on how many irrigable acres a Landowner may have as set forth in the Reclamation Reform Act. Landowners subject to those Reclamation Reform Act limitations will be required to submit their Reclamation Certification forms each year prior to receiving irrigation water from KRD.

(viii) The required easements and/or Water Distribution Plan must provide that future maintenance and repair of the Water Distribution System is to be completed at the Landowner's sole cost and expense.

Additional General Guidelines Notes

1. All Divisions are presented to the KRD Board for approval. Each Division will be reviewed by the KRD Board on a case-by-case basis. The Landowner must provide a draft Water Distribution Plan using the form provided by KRD, which shall include a map, water distribution plan, easements, and covenants, if any. The Landowner should allow at least eight (8) weeks from the time of application until the KRD approval.

2. The Landowner proposing the Division is responsible for meeting the requirements of the General Guidelines and the payment of all the fees and expenses. Division Fees are $250 for the first 4proposed parcels described in the Division, $120 for each additional proposed parcel, including the remainder of the original parcel.

3. Licenses are required when a KRD right-of-way is used for any reason. A Crossing License is needed for driveways, utilities (power, phone, cable TV, natural gas) and pipelines which cross the KRD canal, lateral, or other right-of-way. General Crossing Licenses on KRD legally owned property are issued pursuant to the KRD Crossing

License policy. Crossing over federally owned property requires a license from the U.S Bureau of Reclamation. Utility Crossing Licenses are issued by the U.S. Bureau of Reclamation. A Diversion License is needed for the construction of a new Diversion or modification of an existing Diversion to serve the Division. Diversion Licenses are subject to KRD's Diversion Policy which must be followed in order to install a new Diversion or modify an existing Diversion. Any license that involves construction of a bridge is required to comply with KRD's Bridge Policy.

4. Water may be withheld from all lots within a Division if all of the General Guidelines have not been satisfactorily addressed, included, but not limited to, the payment of Division Fees, establishment of easements and a Water Distribution Plan, construction of a Water Distribution System, public safety issues, protection of KRD facilities, licenses, water quality issues and the appointment of a Water Master.

KRD Board Approved 04/08/2025

E. VACATING KRD OR USBR PROPERTY

Section 1: General.

This policy is intended by the Kittitas Reclamation District (KRD) to apply to individuals and entities requesting to have an unused KRD or USBR owned right-of-way vacated.

The KRD will, as applications for right-of-way vacation are received, process all applications consistent with this policy.

Section 2: Applicants.

All individuals or entities desiring to have an unused right-of-way on KRD owned Facilities vacated shall apply to the KRD. Upon receipt of the application, KRD management shall review and investigate the application. KRD management shall make a recommendation on the application to the Board and/or to USBR as necessary.

All individuals or entities desiring to have an unused USBR owned right-of-way vacated must contact the Bureau of Reclamation/Yakima Field Office, Realty Specialist and follow their agency specific guidelines.

Section 3: Criteria and Fees.

3.1 Process: An application for a KRD owned right-of-way to be vacated must be submitted to the KRD. The application shall be on a form to be supplied by KRD. The KRD will conduct a preliminary review of the application to determine if the application is complete, whether additional information is needed and whether the criteria set forth in Section 4.2 support the ultimate approval of the application. If the KRD concludes, after the preliminary review, the application should be rejected the applicant will be notified. If the KRD determines the application should be approved, then the process of vacating the right-of-way shall move forward. The KRD Board of directors has the ability to approve or deny an application at their discretion.

3.2 Criteria. In approving or denying an application:

3.2.1 KRD will not vacate a right-of-way unless and until the KRD has verified the history of the specific location, lack of use, and the potential for future usage of the site. At no time should the unused right-of-way be compromised (built upon, filled in laterals, etc..) until KRD has made its decision.

3.2.2 The KRD will not approve vacating a right-of-way unless and until the Applicant, at its sole cost and expense, agrees to construct, repair, and maintain the improvements necessary to accomplish the vacation of the KRD Facilities. KRD will not pay any costs associated with this process.

3.3 Fees: Upon application to vacate a right-of-way, the Applicant shall pay a nonrefundable fee of $200.00 plus recording fees incurred by KRD to record documents with Kittitas County. The fee reimburses KRD for the expenses incurred in investigating the proposed location or use and the cost of preparing the Turnout License. All fees due KRD shall be paid by the applicant before signing of the final documents.

KRD Board approved by Resolution 04/07/2026

F. TURNOUT POLICY

Section 1: General.

This policy is intended by the Kittitas Reclamation District (hereinafter referred to as "KRD") to apply to individuals and entities who apply to construct a new turnout on existing KRD Facilities.

Turnouts are water delivery points on a KRD canal or lateral from which water is removed from the canal or lateral for delivery to irrigable acreage.

KRD will, as applications for new turnouts are received, process all applications consistent with this policy.

Section 2: Revocable and Permissive Use.

All Turnout Licenses are revocable by KRD. No right to install a new diversion on or in KRD Facilities shall ripen into a claim of adverse possession or prescriptive use.

Section 3: Applicants.

All individuals or entities desiring to construct a new Turnout on KRD fee title right-of-way shall apply directly to KRD. Upon receipt of the application, KRD management shall review and investigate the application. Individuals or entities desiring to construct a new Turnout on Reclamation fee title right-of-way, shall apply to the Bureau of Reclamation/Yakima Field Office, Realty Specialist for a license. In both cases, KRD management shall make a recommendation on the application to the KRD Board of Directors. The Board of Directors has the ability to approve or deny an application to a new turnout on KRD fee title owned land for any reason. The Board of Directors has the ability to recommend to Reclamation that no new turnout be installed within KRD infrastructure for any reason.

Section 4: Application Review.

4.1 Process: An application for a Turnout License on fee -title owned land must be submitted to KRD. KRD will conduct a preliminary review of the application to determine if the application is complete, whether additional information is needed and whether the criteria set forth in Section 5.2 support the ultimate approval of the application. If KRD concludes, after the preliminary review, the application should be rejected the applicant will be notified. If KRD determines the application should be approved then the Applicant shall sign the Turnout License, as the case may be.

4.1.1 KRD has no ability to approve new canal facilities on a transferred work. All requests must go through the Bureau of Reclamation/Yakima Field Office, Realty Specialist. KRD

will be asked to sign in concurrence at which time the KRD Board of Directors has the ability to make a recommendation regarding a new diversion.

4.2 Criteria. In approving or denying an application:

4.2.1 KRD will not approve the Turnout License unless and until the use by the Applicant is shown to be at the location and in the manner specified as acceptable to KRD, provided that at no time shall the construction, operation, repair, maintenance or use of the Turnout Facilities by the Applicant disturb, change, or alter in any manner the existing canals and laterals or KRD's use and operation of the canals or the KRD Facilities.

4.2.2 KRD will not approve the Turnout License unless and until the Applicant, at its sole cost and expense, agrees to construct, repair, and maintain the Turnout improvements necessary to accomplish the use of the KRD Facilities. The Turnout License will not be approved unless the following conditions following installation of a Turnout is agreed upon:

a. Landowners cannot deviate or modify from the approved design.
b. Design of a new Turnout must be completed by qualified contractor or other KRD approved personnel.
c. Once completed, the Turnout will be the only approved point of diversion for KRD water used to irrigate the Landowner's assigned Irrigable Acreage.
d. Any improvement placed on a KRD/USBR right-of-way is considered the sole and exclusive property of KRD/USBR and will be maintained by KRD; provided, however, that KRD will not maintain or operate the Landowner's private weed screens, flow meters, pumps and siphons. Private weed screens, flow meters, pumps and siphons will be maintained by the landowner issued the licenses, including any heirs, assigns and successors.
e. KRD reserves the right to have KRD engineers and/or personnel review any plans to construct, maintain, repair, or replace a turnout. No construction, repair, maintenance, or replacement of a turnout may occur without the landowner(s) and/or the individual(s) who have a written right recognized by KRD to use the turnout obtaining the permission of KRD in advance of the construction, repair, maintenance, or replacement of the turnout.
f. If the approved Turnout design required a flow meter, the Landowner is responsible for the cost, maintenance, installation, repair and replacement of said flow meter.
g. A new Water Distribution Plan shall be created for the new Turnout. Each landowner receiving irrigation water from the turnout shall sign this document. The Water Distribution plan will be recorded with the Kittitas County Auditor's Office and the landowner requesting the turnout shall be responsible for all associated recording fees. The document must be completed to the new Turnout's construction commences.

4.2.3 KRD will not approve the Turnout License unless and until the Applicant agrees to perform all work to be done as provided for herein in such a manner so as not to cause loss or damage to KRD, the KRD Facilities, KRD water users or any third person, or interfere with the operation of the KRD system which means the interference with or interruption of the flow of water in or the use by KRD or the maintenance by KRD of the KRD canals, laterals and the KRD Facilities or of the continuous delivery of water by KRD.

4.2.4 KRD has the right to continue to inspect any Turnouts within the KRD canals and/or laterals system and if, in the sole judgment of KRD and/or Reclamation, the Turnout requires repair, maintenance, and/or replacement, the Landowner(s) and/or the individual(s) who have a written right recognized by KRD to use the turnout facility are responsible for the cost of the repair, maintenance, and/or replacement of the turnout. In the event the Landowner refuses and/or fails to maintain, repair, or replace the turnout, then KRD may revoke the permission to utilize the turnout and require the landowner to remove the turnout at the Landowners expense. If the Landowner refuses and/or fails to remove the turnout, then KRD may, in its sole discretion, remove the turnout at the Landowner's sole cost and expense.

4.3 Fees: Upon application for a Turnout License on KRD fee title owned right-of-way, the Applicant shall pay a nonrefundable fee of $200.00 plus recording fees incurred by KRD to record the Turnout License, plus the actual costs of any fees and costs KRD incurs as a result of KRD engineers' review of the Turnout plans and specifications. The fee reimburses KRD for the expenses incurred in investigating the proposed location or use and the cost of preparing the Turnout License. All fees due KRD shall be paid by the Applicant before the issuance the License by KRD.

4.3.1 Any fees associated with a Turnout License on Reclamation fee title owned right-of-way shall be as determined and set through Bureau of Reclamation/Yakima Field Office.

Section 5: Insurance.

KRD, in KRD's sole and absolute discretion, may require the Applicant to provide insurance that names KRD as an additional insured. Whether to require insurance and if so required, in what amounts, shall be made by KRD on a case-by-case basis in the sole discretion of KRD.

Section 6: Hold Harmless and Indemnification.

The Applicant and any property owner benefited by the Turnout License created (hereinafter referred to as "Indemnitor") shall defend, indemnify and hold KRD (hereinafter referred to as "Indemnitee") harmless from any and all damages, claims and causes of action which may accrue to or be suffered by any Indemnitee by reason of, arising out of, or resulting from the use by the Indemnitor of the Turnout License or the use by the Indemnitor's employees, agents, lessees, licensees, invitees, and guests.

Section 7: Recording.

The KRD may, in its sole discretion, require the License to be recorded. In the event the KRD requires the license to be recorded, then the Applicant shall reimburse the KRD for the costs of recording.

KRD Board approved by Resolution 04/07/2026

G. IN-CAR VIDEO POLICY

The Kittitas Reclamation District (KRD) has adopted the use of In-Car Videos (ICV) to record interactions between KRD staff and members of the public as needed. KRD will continually review this policy and consider changes in best practices, technology, and legal standards. This policy does not apply to video or audio recordings using equipment other than ICVs.

ICV Equipment

KRD Property. The ICV equipment and all data, images, video, and metadata captured, recorded, or otherwise produced by the ICV equipment are the sole property of the Kittitas Reclamation District.

ICV User Responsibilities. Staff shall inspect their ICV equipment monthly. If staff determines that the ICV equipment is not functioning, he/she will be responsible for ensuring that the equipment is repaired or replaced.

Location of IVC. The ICV is located on either the front windshield or dashboard visible by members of the public.

Activation of ICV Upon Initial Involvement in Incident

As public and staff safety considerations permit, staff should ensure that the ICV is activated when they are interacting with the public on KRD operated and maintained canal infrastructure.

If circumstances prevent activation at the start of an event, staff will activate the ICV as soon as practical. In addition, and unless otherwise prohibited by this policy, staff may, at their discretion, activate the ICV anytime they determine it would be beneficial to capture an event or activity.

Deactivation of IVC – Prohibitions and Exceptions to Recording

Deactivation at Conclusion of Incident. Once activated, and subject to all exceptions set forth throughout this policy, the staff shall not purposely turn off the camera until the staff's involvement in the incident has concluded.

Recording Prohibited. Unless specifically authorized by the Secretary-Manager, ICV shall not be used to record:

1. Any staff interactions not involved with official duties.
2. When staff are on break or otherwise engaged in personal activities.

Notification of Recording

Upon initial contact with the public, during a call for service, or contact with the public during routine inspection or maintenance of the canal and lateral infrastructure, KRD staff shall notify individuals, as soon as practicable, that they are being recorded. Whenever possible, this notification shall be recorded and shall be repeated to any new arrivals during the contact when feasible.

Downloading ICV Recording

Review of ICV Recordings

Review, Retention and Distribution Prohibited. Staff shall not review videos for purposes not related to their job duties, and under no circumstances shall staff retain or distribute an ICV recording for a non-work-related purpose.

Notification to Supervisor

Staff are required to inform their supervisor if the ICV may have recorded an incident that they reasonably believe may:

a. Result in a complaint.
b. Be used for training.
c. Anything else that is unusual or extra ordinary.

Staff are required to download camera footage as soon as practicable after one of the aforementioned types of interactions with the public.

KRD's Responsibilities

Supervisor Responsibilities

KRD Supervisors will be responsible for ensuring that the assigned staff use and maintain their ICV equipment in accordance with this policy.

Video Storage, Retention and Disclosure

Video Retention. ICV recordings should be stored, retained, released, and deleted in accordance with state records retention and public records disclosure laws. Recordings shall be retained for a period consistent with the requirements outlined by state law, or KRD's own retention schedule if more stringent, but in no case for a period of less than 60 days. All videos recorded during training will be retained for seven days.

Public Disclosure Request. Members of the public who wish to view video shall be required to submit a public disclosure request consistent with the KRD public disclosure policy, or in the event of litigation, seek the video in discovery. KRD will only release videos to the public in accordance with Washington's Public Records Act or pursuant to other lawful processes KRD is required to follow.

Review Prior to Public Disclosure. All recordings requested by the public shall first be reviewed prior to public release. Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law, and only after appropriate and legally permitted redactions are made to preserve the involved person's right to privacy.

Prosecutor's Office and City Disclosure. Recordings may be released and available to the Kittitas County Prosecutor's Office for the purpose of reviewing or prosecuting criminal cases or traffic or civil infractions. Recordings shall also be released and available to the Prosecutor or to KRD's legal counsel to review or prosecute code enforcement matters, and to defend the KRD or its staff in litigation. Recordings shall also be released and available to other criminal justice agencies as that term is defined in RCW 10.97.020.

ICV Training

Initial Training. Prior to operating a vehicle with an ICV, Staff are required to successfully complete training on the proper use of the equipment and procedures for uploading recorded video. This training will include:

a. Department policy on ICVs.
b. System preparation and operation.
c. Procedures for operating equipment
d. Procedures for downloading, storing and using recorded data.

Refresher Training. Staff shall attend refresher training on the ICV as needed.

KRD Board Approved 04/08/2025

H. CAPITAL ASSETS POLICY

Section 1: General

This policy is established to provide guidelines to ensure adequate stewardship over District resources through control and accountability of capital assets, and to collect and maintain complete and accurate capital assets information required for preparation of financial statements in accordance with generally accepted accounting principles.

Section 2: Definitions

Fixed Assets

Fixed assets are tangible, non-consumable items including, but not limited to: land, buildings, machinery, equipment, and vehicles owned by the District valued at $5,000 or more with a life expectancy of over one year. The value of the fixed asset includes the purchase price plus sales tax, as well as costs to acquire (shipping and handling), install (excluding site preparation costs), secure, and prepare an item for its intended use. The original purchase of a software program is considered a fixed asset if it meets the $5,000 threshold established above. Improvements to an existing asset that extends the life of the asset are capitalized and depreciated over the remaining useful life of the related asset.

Small & Attractive Assets

Assets valued at less than $5,000 are defined as at high risk of theft. These assets are not normally consumed within one year. These assets may include items in one or more of the following categories:

a. Portable and marketable, either alone or as a component unit.
b. Assets that can be utilized for personal gain.
c. Assets repeatedly reported as lost and/or stolen within the industry and society.

Section 3: Requirements

The State of Washington Office of State Auditor BARS Manual/GAAP, states the following, in part:

Capital Assets Management System:

A capital assets management system is the set of policies and procedures used to control the District's capital assets. To the extent that capital assets are a significant and important component of government operations, the system should be designed to satisfy operational, compliance, safeguarding and financial reporting objectives.

Physical Inventory:

A periodic physical inventory of capital assets greater than $100.00 in value is necessary to verify that the assets still exist; confirm the location and other information of assets and provides updates on the condition of assets. This information demonstrates that the local government is exercising its custodial

responsibility for the asset and is beneficial when establishing an insurance claim because it substantiates both the existence and the condition of the asset near the time of loss or damage.

Section 4: Capitalization Threshold

All assets with a cost of $5,000 or more shall be capitalized. Although Small & Attractive Assets (assets costing less than $5,000) do not meet the District's capitalization threshold, they are considered assets for purposes of marking and identification, recordkeeping, and tracking.

Section 5: Improvement / Repair / Maintenance Expenses

Routine repair and maintenance costs will be expenses as they are incurred and will not be capitalized. Major repairs will be capitalized if they result in the betterments / improvements to the District's capital assets. To the extent that a project replaces the "old" part of a capital asset, outlays will not be capitalized; and to the extent that the project is betterment/improvement, outlays will be capitalized.

Section 6: Depreciation Method and Expected Useful Life of Assets

All assets are depreciated using the straight-line method of depreciation. The District shall use the IRS Publication 946 Table of Class Lives and Recovery Periods or as such publication is updated, modified, or amended, to determine the life of acquired assets. The estimated life of acquired assets are assigned in the following manner:

Category	Description	Useful Life (years)
Office	Office Equipment, Computer Software	3
Office	Hardware, Other Office Equipment	5
Office	Furniture	10
Transportation	Light Trucks, Equipment	10
O&M Equipment	Small Tools, Equipment	10
Machinery / Construction	Heavy Equipment	10
Land Improvements	Buildings, Lease Hold Improvements	15
Buildings	Structures	20

Section 7: Tagging New Assets

All assets fitting depreciations of a fixed asset, small and attractive asset, and/or high-risk asset (other than infrastructure, vehicles, small tools, and computer components) shall be recorded on asset listings maintained by the District.

All assets that are surplused or traded-in shall be removed from the fixed asset inventory and the tag listing.

Section 8: Disposal of Surplus Items

Before an asset is sold or otherwise disposed of, it must first be determined if the asset had originally been purchased with grant monies. If this is the case, the District must refer to the grant agreement and follow prescribed procedures for disposition. The board must first declare an asset surplus before it can be sold, or otherwise disposed of. If the asset is to be sold, it will be sold in accordance with applicable state law. If the asset is no longer in working order and cannot reasonably be repaired for re-sale, the department manager, along with one other member of the management team will properly dispose of the asset. The department manager and witness will sign an Affidavit of Destruction/Disposition. The Affidavit of Destruction/Disposition will be retained by the District, and the asset shall be removed from any listing and cease depreciation if applicable.

Section 9: Lost, Stolen, or Missing Property

When suspected or known losses of capital assets or small and attractive items occur, staff should conduct a search for the missing property. If the missing property is not found:

- Notify the Secretary-Manager and Treasurer
- Have the individual deemed to be primarily responsible for the asset, as well as that individual's supervisor, complete and sign a statement to include a description of event's surrounding the disappearance of the property, who was notified of the loss, and steps taken to locate the property.
- The Treasurer shall report known or suspected losses of capital assets to the State Auditor's office in accordance with RCW 43.09.185, and a copy of the report shall be provided to the Board of Commissioners.

V. PROCUREMENT POLICY

1. PROCUREMENT POLICY SUMMARY TABLE

Procurement Type	Thresholds	Purchase Order Requirement	Supervisor Approval	Secretary-Manager Approval	Award/ Approval Board
Micro-Purchase - No required quotes	<3,500 or less <$2,000 or less (Public Works)				
Public Works - Minimal	<$10,000			X	
Public Works - Limited Works/Vendor List (All or 3 bids)	$10,001 - $50,000			X	
Written Contract Requirement**	>$10,000				
Public Works - Small Works Roster (All or 5 bids)	$50,001 - $350,000			$50,000	>$50,000
Written Contract Requirement**	>$10,000				
Contractor Bond Requirement**	$35,001 - $300,000				
Public Works - Formal Bid Process	>$350,000				
Public Works - Formal (if not using Small Works Roster)				$20,000 annually or included in budget	
Public Works - Emergent ***				X	
Public Works - Change Orders				<$20,000 or 20% of contract amount	>$20,000 or 20%
PROFESSIONAL SERVICES					
Professional Services (Architect & Engineer) RCW 39.80	Qualification Based			<$20,000	>$20,000
Non-Professional (Personal & Purchase of Services)					
Direct Selection/Negotiation					

Procurement Type	Thresholds	Purchase Order Requirement	Supervisor Approval	Secretary-Manager Approval	Award/ Approval Board
Legal Services (Settlements, Separations)**				<$25,000	X >$25,000
Legal Council					X
Accounting					X
Human Resources					X
Lobbyist					X
PURCHASING- (NON-PUBLIC WORKS RELATED)					
Purchasing - Direct Purchase					
Purchasing - Informal - Secretary-Manager		X		<$50,000	>$50,000
Travel				<$3,500	
Purchasing - Field Supervisor	>$500.00	X			
Purchasing - Staff	Every Purchase	X	X		

Procurement Type	Thresholds	Purchase Order Requirement	Supervisor Approval	Secretary-Manager Approval	Award/ Approval Board
Controlled Commodities					
Computers and related Equipment, cell phones, fax machines, printers, scanners and copiers, software or systems	<$15,000	X	X		
Purchasing - Formal Bidding - Request for Bids					X
Conditional - KRD Resolution - 2019-6 * Notification to Board at next Board meeting					
Board Reporting: All purchases made and/or contracts executed, regardless of the Board approval threshold, shall be reported to the Board at their next Regular Board meeting. All Personal Service agreements are renewed annually.					

Procurement Type	Thresholds	Purchase Order Requirement	Supervisor Approval	Secretary-Manager Approval	Award/ Approval Board
Small Works Roster: May be used for public works projects between $50,001 - $350,000. Participating pre-qualified contractors in appropriate work category are notified of bidding opportunities. No need to advertise or have public bid. Board awards contracts over $50,000.					
Federal Funding: If any federal funds are used, including pass-thru grants/loans, refer to the Federal Code of Conduct.					

2. OVERVIEW

2.1 Purpose:

The purpose of this document is to implement the requirements of state law regarding procurement and bidding on public contracts for public works, goods, services, supplies and materials. It is the Kittitas Reclamation District's (KRD) policy to follow state requirements regarding the expenditure of public funds, to provide a fair forum for those interested in bidding on public contracts and to help ensure that public contracts are performed satisfactorily and efficiently at least cost to the public, while avoiding fraud and favoritism in their award.

2.2 Controlling Laws:

The expenditure of public funds for the purchase of and contracting for, goods, services, supplies and materials shall comply with all applicable state law requirements as set forth in the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC), in addition to any applicable local and federal laws and regulations.

2.3 Monitoring and Compliance:

The KRD management shall implement, monitor and enforce these policies. In the event of any conflict in procurement requirements or questions about proper procedure or other requirements, the matter shall be referred to the Treasurer for further action. Willful or intentional violations of public procurement requirements may result in personal penalties, financial liabilities, and/or discipline.

2.4 Proper Authorization:

Only authorized employees acting within the scope of their authority may obligate the KRD in the acquisition of goods or services. Any employee purchasing goods on behalf of the KRD without proper authorization may be personally liable to the vendor and the KRD, and subject to disciplinary action.

3. DEFINING THE NEED

Before determining the procurement method and approval authority, the type of purchase must be established. The major categories of purchases include:

3.1 Public Works:

Includes all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the KRD:

- Examples: demolition, remodeling, renovation, road construction, building construction, and utilities construction;
- Ordinary maintenance is not specifically defined in RCW 39.04 but is generally considered to include work not performed by contract and performed on a regular basis to service, check or replace items that are not broken;
- For purposes of prevailing wage requirements, public works includes ordinary maintenance when performed by contract.

3.2 Materials, Supplies and Equipment:

Materials, supplies and equipment are tangible items which are manufactured and are moveable at the time of purchase. It is important to distinguish between materials, supplies and equipment used in public works contracts as opposed to non-public works contracts as different bidding requirements apply to each. Examples: Office supplies, off the shelf software, hardware, trucks, copy machines, auto parts, gravel, janitorial supplies.

3.3 Services:

Services are the labor, time, or effort of a human being. Distinguishing between services and public work is also important, as services may also have different bidding requirements. The KRD has four classifications of services:

3.3.1 Professional Services: Services provided by independent consultants that require specialized knowledge, advanced education, professional licensing or certification and where the primary service provided is mental or intellectual, involving the consistent exercise of judgment and discretion. *Examples: accountants, attorneys, consultants, graphic artists.*

3.3.2 Architectural and Engineering Services (A&E Services): These services are to be acquired under the authority and procedures outlined in RCW Chapter 39.80. *Examples: Engineers, land surveyors, architects, and landscape architects.*

3.3.3 General Services/Purchased Services: All other service-related work that is not considered a public work or professional service. Most often these are routine in nature (i.e.: yearly, monthly, weekly, etc.) *Examples: Building maintenance, elevator maintenance, automotive services, and instructors.*

3.3.4 Technology Systems and Services: Any technology hardware or software system purchase, or maintenance agreement. *Examples: Computers, tablets, servers, annual licensing agreements, custom or off the shelf software, technology consulting.*

3.4 Determining the Cost:

Once a need has been defined, the estimated cost of the goods and/or services will generally determine what competitive selection process the KRD will follow. Estimated costs for competitive bidding purposes must include:

- All construction related work (but not engineering/architectural design fees, as all A&E must be selected based on qualifications before cost is negotiated);
- All phases of the project;
- Any internal permitting costs of the project;
- All applicable sales and use taxes;

4. PURCHASING CODE OF ETHICS

The public must have confidence in the integrity of its government. The purpose of this Code of Ethics is to apply and give guidance to all employees so that they may conduct themselves in a manner which will be compatible with the best interest of themselves and of the KRD.

4.1 To instill public confidence in the award of public contracts and the expenditure of public funds, the KRD adopts the following code of ethics regarding public contracting:

4.1.1 Actions of KRD employees shall be impartial and fair.

4.1.2 Government decisions and policies shall be made in compliance with required procedures and within the proper channels of government structure.

4.1.3 Public employment shall not to be used for personal gain, and KRD employees shall not solicit, accept, or agree to accept any gratuity for themselves, their families or others that would or could result in personal gain. Purchasing decisions shall be made impartially, based upon the KRD's specifications for the contract and the responses of those bidding on the contract.

4.1.4 No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. This conflict of interest extends beyond the individual employee, officer, or agent to include that individual's immediate family members, partner, and other employers.

4.1.5 It is the policy of the KRD that small or women and minority business shall have the opportunity to participate in the performance of work relating to the KRD’s activities. To this end, KRD is committed to take all necessary and reasonable steps in accordance with state and federal rules and regulations to ensure small and women and minority business enterprises are given the opportunity to compete for and to perform contracts.

5. PROHIBITED PRACTICES

5.1 Collusion among bidders:

Agreement or collusion among bidders or prospective bidders to either buy or sell in restraint of freedom of competition, be as agreement to bid a fixed price or otherwise, shall render the bids void. Such bidders may be subject to possible exclusion from future bidding with the KRD when determined by the KRD Secretary-Manager to be in the best interest of the KRD.

5.2 Disclosure of Formal Bid Contents:

Disclosure in advance of opening bids of any information contained in the sealed or formal bid made or permitted by a KRD employee may render each bid void by the KRD. Notwithstanding anything herein to the contrary, bids submitted by bidders taking advantage of any information revealed contrary to this section shall at once become null and void.

5.3 Gratuities:

Except for normal business and social courtesies, or donation publicly given and accepted, the acceptance of any gift or gratuity in the form of cash, merchandise or services of significant value by an official or employee of the KRD from any vendor or contractor in return for a commitment to continue or initiate a purchasing agreement is prohibited.

5.4 Employee Owned Businesses:

Generally, KRD goods or services shall not be obtained from businesses in which KRD officials, employees or their immediate family members have a majority ownership interest except as allowable by RCW 42.23.030.

5.5 Sale of Materials and Supplies:

The KRD shall not use its purchasing power or lend its credit to acquire goods or services for any private party, nor shall the KRD sell its materials or supplies to KRD officials, employees, or the public except when said materials have been declared surplus and disposed of as provided herein.

5.6 Employee Conflict of Interest:

An employee is not to participate directly or indirectly in a procurement when they are aware of or know there is a conflict of interest.

5.7 Solicitation of Donations:

The KRD will not accept donations of materials or services in return for a commitment to continue or initiate a purchasing agreement.

5.8 Bid Splitting:

Issuing several PO's or orders under the dollar limit or breaking a project into phases to avoid bidding is against state law. Combine the total of foreseen identical items purchased at the same time or similar items (or

items that are used together) within a calendar years' time, in which the cost exceeds competition limits or when it is determined that volume discounts can be obtained by combining KRD wide usage (i.e. office supplies, laundry services, janitorial paper products, etc.).

5.9 District Conflicts of Interest:

All local governments in Washington are subject to the state's Conflicts of Interest statute (Chapter 42.23 RCW). Generally, municipal officers are prohibited from having financial interests in contracts made by or under the officer's supervision or for the benefit of their office. RCW 42 .23.020(2) defines "municipal officer" rather broadly and basically means any KRD employee acting on behalf of the KRD. RCW 42.23.020(3) defines "contract" as including any contract, sale, lease or purchase.

6. SIGNATURE AUTHORITY

KRD management does not have the authority to sign contracts. Only the KRD Secretary-Manager as authorized designee, has certain delegated authority to sign contracts. See Definitions Section to determine what constitutes a "Contract".

The KRD Secretary-Manager has ultimate signature authority for the KRD. As authorized designee, the KRD Secretary-Manager has authority to sign contracts, including lnterlocal Agreements, up to $50,000 and approve all budgeted purchases without dollar limitation.

7. PURCHASE ORDERS & REQUISITIONS

Purchase orders are preferred for encumbering funds and determining budget prior to ordering goods or services. KRD office staff have the authority to produce Purchase Orders for the KRD.

8. GRANT & FEDERAL FUNDING

Purchases made or work performed with Federal grant funds must follow the standards identified in the Federal Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB Title 2, Subtitle A, Chapter 11, Part 200. See Federal Code of Conduct and Federal Award Standards sections for summary requirements.

Please note, the federal government does not recognize Washington State's Small Works alternative procedures or thresholds. Do not use SWR procedures or thresholds if any federal funding is included or used.

ALL GRANTS ARE DIFFERENT, so one size does not fit all. Some grants simply require you to use your own procurement rules, while others require you to insert their contracting clauses into your contract.

Please note that all grant applications, without limitation, must be signed by the KRD Secretary-Manager. Additionally, all Federal grant reimbursement requests must be signed by the KRD Secretary-Manager. Designees are not permitted.

Prior to initiating any purchases or contracts with federal funds, the KRD Secretary-Manager will document that the procurement complies with the requirements of RCW 87.03.435 and Uniform Guidance (note: the most restrictive procurement method will be used whether it be federal, state, or local law). A copy of the documentation shall be retained in the KRD files.

9. ANTI-DISBARMENT AND NON-COLLUSION

On construction work or purchases over twenty-five thousand dollars ($25,000.00) involving federal grants, a Declaration of Anti-disbarment and a Non-collusion Affidavit will be required. KRD will provide notice to prime contractors of their responsibilities to make this a requirement of subcontractors. In place of the Declaration of Antidisbarment, KRD may check the excluded parties list system through https://www.sam.gov. A hard copy of the report should be kept on file.

10. STANDARDS OF CONDUCT AND CONFLICTS OF INTEREST IN FEDERAL GRANTS

10.1 Standards of Conduct:

In accordance with 2 C.F.R. §200.318(c)(1), KRD maintains the following standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of KRD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, unless the gift is an unsolicited item of nominal value.

10.2 Organizational Conflicts:

If KRD has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the District must include written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 C.F.R § 200.318(c)(2).]

11. INSURANCE/LICENSES/PREVAILING WAGES

When hiring anybody to do anything for the KRD, the following requirements need to be met:

11.1 Certificates of Insurance:

Before any contractor is allowed to work on KRD property (no matter the dollar amount of the work), they must contact the Assistant KRD Manager to determine if a Certificate of Insurance is required. If required, the contractor must furnish the KRD with a Certificate of Insurance, naming the KRD as primary & noncontributory additional insureds with an additional attached endorsement.

11.2 Responsibility Criteria for Contractors:

Before award of a public works contract, a bidder must meet the following responsibility criteria set forth in RCW 39.04.350 as now existing or hereafter amended which includes the following:

- Be a registered contractor at the time of bid submittal, in compliance with Chapter 18.27 RCW. This can be checked at https://fortress.wa.gov/lni/bbip. Verify that the status is "Active", that the "effective date" is on or before the bid submittal deadline, and that the "expiration date" is not before the end of the contract period. In addition, RCW 39.06.010(1) requires all electrical and elevator contractors must also be licensed.

- Have a current state unified business identifier (UBI) number. This can be checked at http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/.

- If applicable, have industrial insurance coverage (workers comp) as required in Title 51 RCW unless self-insured. Workers comp premium status can be checked at https://secure.lni.wa.gov/verify/?SAW=False. The status should say, "Account is current. Firm has voluntarily reported and paid their premiums."

- If applicable, have an employment security department number as required in Title 50 RCW. Since this information is not available through a website, KRD will request the information in the bid form or request that the contractor obtain the information form the employment security department.

- If applicable, have a state excise tax registration number as required in Title 82 RCW. This information can be checked at http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/.

- Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3). Violations of RCW 39.12.065(3) can be found at http://www.lni.wa.gov/TradesLicensing/PreWage/AwardingAgencies/DebarredContractors/ . Since this search is for state debarment, not federal the KRD will print the search results to prove the contractor was not debarred at the time of bidding.

- Until December 31, 2013, not have violated RCW 39.04.370 more than one time as determined by the department of labor and industries; and

    - Not have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48 or 49.52 RCW as determined by the department of labor and industries.

    - Before award of public contract, a bidder shall submit to the contracting agency a signed statement in accordance with RCW 9A.72.085 verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement of the subsection above. A contracting agency may award a contract in reasonable reliance upon such a sworn statement.

- Have received training on prevailing wage and public works requirements under RCW 39.04.350 or that the bidder is exempt from this training because they have completed three or more public works projects and have had a valid Washington business license for three or more years. To verify if a contractor has received training, https://secure.lni.wa.gov/verify/ or is exempt at https://www.lni.wa.gov/TradesLicensing/PrevWage/files/ExemptFromTraining.pdf .

- FEDERAL CONTRACTS- Federal Debarment: It is unlawful to hire any firm to do business with the KRD that is not registered and in good standing with the US Government. KRD staff will check the status of an entity so see if they have been debarred at https://www.sam.gov/SAM/ and will print out the resulting page (even if no records were found) and file it with KRD paperwork for audit.

11.3 Prevailing Wage Requirements:

Chapter 39.12 RCW is the Washington State Public Works Act, also known as the Prevailing Wage Law. This law requires that workers be paid certain hourly wages for all public work and public service maintenance contracts, no matter what the dollar amount.

This Prevailing Wage law was enacted to protect the employees of contractors performing public works construction/maintenance from substandard earnings, and to preserve local wage standards.

The Department of Labor and Industries administers the law; the Attorney General prosecutes violators; and the State Auditor ascertains if our policies, practices and procedures meet the requirements of the law.

Owner/Operators that do not have any employees do not need to pay themselves prevailing wages, however, they do still need to file Intents and Affidavits with the Department of Labor and Industries and list in section 3 of the form that they are Owner/Operator.

Any worker, laborer or mechanic performing public work must be paid prevailing wages. It does not usually apply to work that is clerical, executive, administrative or professional (grant funded projects may be an exception).

12. CONTROLLED COMMODITIES

The following items require approval from the KRD Secretary-Manager. They are:

- Computers and related equipment, cell phones, fax machines, printers, scanners and copiers, software or systems.
- Anything Technology Services is requested or required to install, connect, service, maintain or support.
- New Procurement – Technology. The purchasing of hardware, software, licensing, and technical services carries a set of unique requirements, risks, and challenges.

12.1 Types of technology (IT) purchases:

Purchase Type	Definition	Taxable?
Hardware	Purchase of computer hardware components	Yes
Software – Off the Shelf w/installation	Purchase of off-the-shelf software including installation. See RCW 39.04.270.	Software – Yes Installation - No
Software – Customized	Purchase of software with programming and customization. See RCW 39.04.270.	No
Annual Maintenance Agreements	Agreement to maintain KRD systems	Yes
Hosted Software (SaaS)	IT services and software provided in a hosted, or cloud, environment.	Varies
Technical/Professional Services	Professional services in support of hardware, software, and networks	No

12.2 Telecommunications and Data Processing:

When purchasing telecommunications and data processing (computer) equipment or software costing above $15,000, KRD may follow a "competitive negotiation" process as an alternative to the bid process. RCW 39.04.270(3) allows purchases through use of an alternative competitive negotiation process requiring, at a minimum, the following steps:

- A request for proposals (RFP) must be published in the newspaper of general circulation at least 13 days before the last date on which the proposals will be received.

- The RFP must identify significant evaluation factors, including price, and their relative importance.

- KRD must provide reasonable procedures for technical evaluation of the proposals, identification of qualified sources, and selection for awarding the contract.

- The award must be made to the qualified bidder whose proposal is "most advantageous" to KRD. KRD may reject all proposals for good cause and request new proposals.

12.3 Technology Software & Services - Competitive Process:

Technology Systems and Services Purchases include any technology hardware or software system purchase or maintenance agreement.

12.4 Hardware/Software Annual Maintenance Agreements:

There are two types of annual maintenance agreements:

12.4.1 Sole Provider: When annual maintenance of a KRD system is performed by the sole proprietor/vendor of that hardware/software, and there are no other maintenance providers available, a competitive process is not reasonable. For these situations, annual maintenance agreements are treated as standalone agreements (costs are not aggregated to the original purchase agreements). If the first year of annual maintenance costs are included in the original purchase, the costs should be aggregated together, because we would not be paying for the annual maintenance without the purchase of the software. The reference to the annual maintenance costs should be included in the Board Agenda when Board approval is required.

12.4.2 Multiple Providers: When there are multiple maintenance providers available for a particular system, and competition clearly exists for the service, a quote or RFP process may be required depending on the dollar amount.

12.5 SaaS (Software as a Service) and Hosted Software Agreements:

SaaS (Software as a Service) and Hosted Software agreements are IT services and software provided to KRD in a hosted, or cloud environment, versus provided on KRD's own computer infrastructure (e.g. servers and networks).

Because KRD data may be handled, accessed, or stored by the SaaS application provider, the security of this data is very important. It is imperative that IT be contacted prior to purchasing any SaaS product. In addition, these agreements may result in a long-term solution for KRD and a competitive process may be required regardless of initial cost.

When the department receives an invoice for annual (or periodic) payment, the invoice(s) will be processed through the typical invoice approval/process.

SaaS agreements are treated the same as other standard contract agreements.

13. PURCHASE OF MATERIALS, SUPPLIES, EQUIPMENT

13.1 Unrelated to Services, A&E or Construction/Public Work:

It is the KRD Secretary-Manager's responsibility to appoint who shall make purchases for their department on the KRD's behalf under the respective quote limits.

Only authorized purchases used to conduct KRD business, consistent with the KRD priorities and state and local laws that are within predetermined budgets, are allowed.

13.2 Thresholds:

KRD has adopted the purchase contract process as allowed by RCW 87.03.437 and RCW 39.04.190 for the purchases of materials, supplies or equipment and hereby adopts the following thresholds:

PURCHASING		
$ -0- to $14,999	Competition is not required. Department is encouraged to determine price is fair and reasonable and document in department files.	Staff may approve purchases up to $1,000; Department Directors may approve purchases up to $14,999.
$15,000 to $49,999	3 Documented Quotes Phone quotes are acceptable up to 35,000. Written or electronically mailed quotes are required over $35,000.	Staff may approve purchases up to $49,999; the KRD Secretary-Manager may approve all purchases.
Over $ 50,000	Formal Bid or RFP Sealed bids may be required over >150,000.	The Board shall approve purchases.
The KRD Board of Directors approves purchases through the expenditure authorization process. The KRD Board of Directors pre-approval is not required for budgeted purchases at any dollar amount. Department Directors are required to notify the KRD Board of Directors of all purchases made above $10,000 at the next Regular KRD Board of Directors meeting, via staff report, as part of the Department Report, or by other acceptable means.		

All dollar limits include freight, handling, and set-up cost, plus appropriate sales tax. If there will be a trade-in, the dollar limit is of the gross purchase, not the net purchase after trade-in.

13.3 Local Business Open Accounts:

The KRD may establish open accounts at local businesses, and purchases on these accounts may be made only by authorized KRD employees.

13.3.1 How to Obtain a Vendor Number: Vendor numbers are assigned through the KRD's office staff. Vendors must be in the system prior to making purchases. To create a new vendor, you must provide Treasurer with the vendor's completed W9. If the vendor is already in the system or is a KRD employee or a Board or Commission member, a W9 is not needed.

13.3.2 Payments: Specify where the vendor needs to send an invoice at time of the order. Utilize the KRD's mailing address or for electronic invoices, use the KRD's specified "invoicing" email address. All questions regarding payments should be directed to the Accounts Payable staff.

13.4 KRD Credit Cards Purchases:

- All procurement policies still apply to expenditures made by credit and on credit cards.
- Credit card limits:
    - **Secretary Manager - $10,000.00**
    - **Shop - $10,000.00**
    - **Office - $4,000.00**
- Cash advances are prohibited.
- Expenditures paid with a KRD credit card shall be made in the amount of actual expenditures.
- The Treasurer or designee shall serve as the custodian of the KRD's credit cards. The secretary-manager's card is issued. The remaining cards will be kept in a locked cabinet and signed out for use.
- Employee's not assigned a credit card and desiring to utilize a KRD credit card shall request the card through their supervisor. The Department Director shall request an additional account for the employee through the Treasurer.
- Any employee using the KRD's credit card to make a KRD purchase shall submit receipts for said purchases to the Treasurer the next business day that the employee is back in the office.
- In no event, shall the KRD's credit card be used for the acquisition of alcohol or personal goods or services of any kind. In the event that a purchase is made on the card that is not permitted, the employee will be held responsible for reimbursement as soon as possible.

- The invoices for the credit cards are paid on a monthly basis with the accounts payable batch.

13.5 Pcard (Visa):

A Pcard is an alternative way to make a payment, the use of which may be authorized by Treasurer. All procurement policies still apply.

13.6 Procedure to Obtain Quotes ($15,000 to $50,000):

KRD personnel shall obtain quotes up to $150,000. Written quotes are required above $15,000.

- KRD contacts three vendors for quotations. Be sure technical information defines acceptable quality and ensure vendors are quoting on equal and comparable items. All vendors must be provided the same information. If one vendor offers an acceptable alternative, new quotes must be requested, using the alternate specifications.

- The KRD will not pay for any technical information from the vendor. If the information is to be shared with other vendors, it must be stated so up front. If you use a vendor's technical information without their approval, you may find yourself in a legal tangle.

- On-site demonstrations or delivery of preview/trial merchandise does not constitute a purchase. Competition may still be required.

- Document Quotes: Obtain freight pricing (FOB Destination), if not indicated by vendor. Include vendor contact information in case we need to get a hold of them.

- Vendor selection is made based on the recommendation of the requesting department personnel, considering price, quality and product availability.

- Quote documentation is attached to purchase order or invoice and filed with the Treasurer for auditing and document retention.

*13.7 Procedure for Formal Bids or RFPs - Over $50,000***:**

Bids/RFP's are required whenever the cost of materials, supplies, equipment or *ordinary* services exceeds $50,000.

Responsibilities for the Bidding/RFP process are that of the Department. The responsibilities are as follows:

- Determine the need.

- Notify the Treasurer regarding any budget transfers to cover funding.

- Create technical specifications, bid package, and check for legalities.

- Arrange pre-bid conference, if necessary, to invite contractors to discuss bid requirements.

- Advertise the Bid.

- Distribute bid packages to vendors and maintain accurate vendor records.

- If Bids are Sealed: Conduct bid opening with KRD Management. If not Sealed: Document bids and do not reveal the contents to other bidders until awarded.

- Tabulate bids and verify responsiveness.

- AWARD: After bids have been opened, recommend award. Bid must be awarded for the most responsive bid from a responsible bidder. If recommendation for award is being made to anyone other than the low bidder, attach memo stating specific reasons why the low bid is not acceptable. RFP's are awarded to the vendor who scored the most points on predetermined criteria. Don't reveal status of your recommendation to the vendor.

13.8 Cooperative Purchasing:

Bids and/or contracts by municipalities and cooperative organizations can be used to acquire goods and services. When using a cooperative option, the KRD is, in essence, "piggybacking" off of the original entity's competitive process thus eliminating the need to perform our own.

#	Task	Action
1	Confirm the KRD has a signed Cooperative Purchasing Agreement/lnterlocal Agreement with the municipality or agency.	Work with Treasurer. Execute agreement if necessary.
2	Review cooperative contract/ website for piggyback requirements.	Work with cooperative agent.
3	Contact vendor to verify if vendor will honor the cooperative organization's contract pricing.	Obtain details regarding all aspects of purchasing including invoicing, availability, delivery, etc.
4	Contact vendor to place order.	Place order and process invoice for payment.
5	Compile all bid, award, contract documents and save electronically for future audit.	Documentation of compliance with State and KRD procurement policies.

13.10 Completing the Purchase:

- State contracts include standard terms and conditions. When piggybacking off of a state contract, all of the state contract terms and conditions apply.

- Occasionally, the KRD may opt to change the state's contract requirements which will require the KRD to utilize its own Goods & Services Contract identifying those requirements that are unique to the KRD's purchase.

13.11 Approval Process:

The use of a cooperative purchase allows the KRD to utilize another entity's competitive process, it does not change the authorized levels for procurement and approvals. The procurement and approval process will be determined by the purchase type, as defined in this manual.

14. OVERNIGHT TRAVEL EXPENSE REIMBURSEMENT POLICY:

14.1 Pre-authorization Requirements:

14.1.1 Attendance at conventions and issues-oriented workshops by a Director or employee requires the advance approval of the Board of Directors, unless the cost of attendance is less than $3,500, in which instance it may be approved by the Secretary-Manager. This requirement does not apply to the monthly, or other periodic meetings of organizations in which the District has a direct or supporting membership.

14.1.2 Travel to locations outside the state of Washington by a Director or employee, consistent with other provisions of this policy, requires the advance approval of the Board of Directors.

14.1.3 Director/employee will be reimbursed for reasonable and customary travel expenses actually incurred in connection with the business of the District. Travel expenses shall include meals, lodging, registration, taxi fares, transportation and other necessary expenses. Travel expenses shall not include any personal, entertainment or bar expenses. Any such personal, entertainment or bar expenses that become charged against the District (such as spouse meals, in-room movies and personal phone calls charged to the District paid hotel bill) will be reimbursed to the District by payroll withholding or direct payment.

14.2 Receipts are required for the following travel expenses:

14.2.1 Air Fare: Advance planning is requested to take advantage of special fares and ticketing requirements. Level of convenience is always considered when determining lower cost fares.

14.2.2 Lodging: KRD will pay room rental costs supported by the hotel bill for each day that lodging away from home is required for business reasons or at the rates set by the U.S. General Services Administration, which rates can be found at www.gsa.gov/travel.

14.2.3 Auto rental: Auto rental requires Board approval; Rental cars may be used provided such use is either more economical than other available transportation, or a more efficient use of time. No optional insurance is approved. Cost of such insurance will not be reimbursed by KRD as a travel expense.

14.2.4 Conference or workshop registration or tuition fees.

14.2.5 Meals: Breakfast, lunch and dinner directly related to official travel on an approved overnight trip or a non-overnight trip more than 75 miles from the KRD main office in Ellensburg will be reimbursed at the rates set by the U.S. General Services Administration, which rates can be found at www.gsa.gov/travel and the Employee shall not be required to provide receipts. Breakfast, lunch and dinner directly related to official travel fewer than 75 miles of the KRD main office in Ellensburg will be reimbursed by the KRD upon the employee providing a receipt.

14.2.6 Cab, bus or train fare: Fares for travel to and from places of business, hotels and airports in connection with business activities are reimbursable. They must be itemized and receipts submitted.

14.3 Other expenses:

14.3.1 Travel Insurance: Director/employee will not be reimbursed for trip insurance premiums on commercial airlines or other forms of travel.

14.3.2 Telephone, Telex or Cable: KRD will pay the charges for business calls provided the calls are substantiated by a list, hotel bill or telephone bill. KRD will reimburse Director/employee for one phone call home per day up to 5 minutes when traveling on KRD business.

14.3.3 Tips: Tips for meals, taxi services and baggage handling shall be considered as reasonable and necessary costs and may be claimed for reimbursement in accordance with the annual rates set by the U.S. General Services Administration, which rates can be found at www.gsa.gov/travel.

14.4 Travel Alternatives:

14.4.1 A Director/employee personal automobile may be used when: Other transportation is not available; and/or Economy can be realized. The total reimbursable amount charged KRD; whether for transportation by automobile or other private means is not to exceed what the cost of the trip would have been by public transportation.

14.4.2 The standard reimbursement allowance for personal automobiles used for KRD business shall be equivalent to the current Internal Revenue Service standards or as approved by the Board of Directors.

14.4.3 Director/employee is responsible for maintaining adequate insurance coverage for their vehicles. However, as zero (or no) deductible collision insurance is not available in the insurance market, Board/employees using personal autos on KRD business and involved in an accident may request reimbursement (not to exceed $100.00) of the collision deductible charged to them. Acceptable evidence of the damage and repair charges must be submitted prior to authorization of the reimbursement of the request. This is contingent upon the fact that no other recovery for repairs to the auto is available from other sources.

14.4.4 If Director/employee is carpooling or otherwise traveling as a group in such cases, the transportation reimbursement will be, equivalent to the current Internal Revenue Service standards or as approved by the Board of Directors, paid to the owner of the vehicle. Others in the group will be reimbursed only for meals, lodging and other eligible expenses over a time period commensurate with district travel to and from the event.

14.4.5 The District may reimburse for extra lodging and meal expense if a Saturday night stay over, or other minimum stay over, is needed to qualify for an advantageous air fare.

14.4.6 The use of charter aircraft by Directors requires advance approval of the Board of Directors. The use of charter aircraft by employees requires the advance approval of the Secretary-Manager and Board of Directors.

14.5 Direct Payment, Credit Cards:

14.5.1 Where possible the District will make direct payment, either in advance or by accounts payable, for travel expenses. It is often possible to make such payment for registration fees, hotel bills and airfare.

14.5.2 Where possible the District will charge travel expense to credit cards. Credit card purchases are set forth in the Credit Card Policy.

14.5.3 The District will not advance cash to Director/employee to cover travel expenses.

14.6 Travel Companions:

Director/employee may take spouse, family members or other companions along on District related trips provided there is no resulting additional expense to the District. District insurance does not cover travel companions and the District is not liable for any resulting costs or injuries.

14.7 Falsification of Travel Expenses:

The falsification of travel expenses for reimbursement by the District is unlawful. The Treasurer-Auditing Officer and clerical staff are required to report any such instances to the Secretary-Manager and/or Board of Directors.

15. PURCHASE OF PUBLIC WORK CONSTRUCTION ACTIVITIES

Public Work is all work, construction, alteration, repair, maintenance or improvement that the KRD has performed or contracted. It includes, but is not limited to demolition; remodeling; renovation; painting; road construction; canal lining and piping; utilities construction; offsite prefabrication of flumes, dams, water control devices, liners and steel products for public works; production and delivery of gravel, rock, concrete and asphalt (to a construction site).

Dollar thresholds of when competition is required are summarized below. It is the KRD Secretary-Manager's responsibility to appoint who shall order work for their department on the KRD's behalf under the respective quote limits.

15.1 Thresholds for Public Works:

Public Works		
$-0- to $9,999	Competition not required. Prevailing Wage and Insurance still required.	Awarded/Approved by the KRD Secretary-Manager
$10,001 to $50,000	Utilize "Limited Public Work" process as described in RCW 39.04.155 (3) as authorized in RCW 87.03.436. (See procedure below)	Awarded/Approved by the KRD Secretary-Manager
$50,001 to $299,999	Utilize "Small Works Roster'' process as described in RCW 39.04.155 as authorized in RCW 87.03.436. If not using SWR, formal competitive bidding is required for Single Craft over $40,000, and for Multi Craft over $65,000	Up to $100,000 Awarded/Approved by the KRD Secretary-Manager; More than $100,000 the KRD Board of Directors must award/approve
Over $300,000	Formal competitive bidding is required as described in RCW 87.03.435.	Awarded/Approved by the KRD Board of Directors

15.2 KRD Labor Force:

The KRD may use KRD employees to perform and execute all projects with the approval of the Secretary-Manager.

15.3 On-Call/Unit Priced Contracts:

On Call (Work Order) Contracts (OC/WO Contracts) are bid and awarded without a specific public works project or scope of work in mind, but rather are categorized around general types of anticipated work or trades. When a specific scope of work is identified, individual work (or task) orders are authorized based on either a not to exceed time and materials basis or on a negotiated lump sum amount, using the unit prices bid by the contractor and the contractor proceeds to complete the work.

Bidding and approval thresholds apply toward the total "master" on-call contract amount. The KRD approves individual task/work orders up to $100,000 with notification to KRD Board of Directors via KRD Board of Directors Agenda Packet. Task/work orders exceeding $100,000 must be approved by KRD Board of Directors.

- OC/WO contracts should be limited to a total dollar amount over the life of the contract to an amount less than an agency's bid limits when possible.
- Requests for bids under an OC/WC contract should incorporate unit price and lump sum price bid items as much as is practical.
- Award of an OC/WO contract should be to a responsible contractor with the lowest total price based on the sum of the unit price and lump sum bid item extensions.
- Task orders (work orders) shall be completed by the Department for each new project.
- All other pubic work requirements apply based on contract amount and on an individual task order basis.
- If the original unit/lump sum bid items will not cover work to be accomplished, new line items may be added by change orders or the work may be accomplished under a time and materials work order if the total contract amount will not be exceeded.

15.4 Small Works Roster:

RCW 87.03.436 authorizes the KRD to rely RCW 39.04.155, which provide small works roster provisions to award contracts for construction, building, renovation, remodeling, alteration, repair, or improvement of real property. The Small Works Roster may be used for public works projects below three hundred thousand dollars ($300,000.00).

KRD will follow the following process, as provided by RCW 39.04.155, to establish the small works roster.

- Solicit names of interested contractors as least once a year by publishing a notice in a newspaper of general circulation.
- Responsible contractors can be added to the small works roster at any time they submit a written or verbal request and necessary records.

- Quotations (telephone, written or electronic) may be invited from any contractor on the appropriate small works roster or from at least five contractors on the appropriate small works roster. Invited quotes are to be "equitably distributed" between contractors. "Equitably distributed" means that the agency may not favor certain contractors over others.
- If the KRD chooses to solicit quotes from less than all contractors on the list and the estimated cost of the work is from $150,000 to $300,000, they must also notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. This notification can be made by:
    - Publishing notice in the general circulation newspaper
    - Mailing a notice to the contractors
    - Sending a notice to the contractors by fax or other electronic means (such as e-mail)
- Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone or electronic inquiry.
- All bids or quotations should be collected and presented at the same time to the municipality for consideration, determination of the lowest responsible bidder, and award of the contract. The governing body may delegate authority to award bids of certain amount(s) to an officer of the agency. Most often, there is a requirement that the municipality ratify the officer's approval at the next scheduled meeting of the governing body.
- Any local government using the small works roster must make available a list of the contracts awarded under that process at least once every year. The list should include the name of the contractor or vender, the amount of the contract, a brief description of the type of work performed or items purchased, and the date it was awarded. The list shall also state the location where the bid quotations are available for public inspection.

Use of the Small Works Roster allows the KRD to not follow the advertisement requirements of the formal competitive process.

Vendors/contractors selected from the Small Works Roster are not relieved from KRD's contract requirements.

- For contracts $150,000 - $350,000: If the KRD solicits bids from less than all the contractors listed under the appropriate category on the small works roster the KRD will notify the remaining contractors that quotations on the work are being sought. The KRD may notify the remaining contractors using any of the following options: publishing notice in a legal newspaper in general circulation in the area where the work is to be done; mailing a notice; or sending a notice by facsimile or other electronic means.

- For contracts less than $150,000: Proposals will be solicited from a minimum of five (5) qualified contractors in a specific category on the small work roster. If the roster includes less than five (5) qualified contractors, then all contractors for the category will be solicited.

- For limited public works contracts less than $35,000, electronic or written quotations will be solicited from a minimum of three (3) contractors on the small work roster.

- The contract must be awarded to the contractor submitting the lowest responsive quote.

- Contract award and purchases over one hundred thousand dollars ($50,000) requires approval and award of the KRD Board of Directors.

15.5 Procedure For "Limited Public Work" per RCW 39.04.155(3) - $10,001 to $50,000:

For Limited Public Work ($10,001 to $50,000), contractors must be given a packet of information ahead of time with requirements about Responsible Bidder's Criteria, Prevailing wage, Insurance, and some general protective clauses. (See Project Coordinator for Packet)

- Department utilizes Small Works Roster pursuant to 87.03.436.
- Department solicits at least 3 informal bids (can notify all on roster).
- No advertisement required.
- Bid Bonds Optional.
- Payment/Performance Bonds Can Be Waived.
- Retainage Can Be Waived.
- Prevailing Wage Intents/Affidavits required.
- Insurance required.

15.6 Procedure for Competitive Bids - Over $350,000 (Also applies to Single Craft projects over $40,000 and Multiple Craft projects over $65,000 if alternative SWR process is not used):

- Authorization Request: Request for authorization from the KRD Secretary-Manager to call for bids is required except for items identified in the current approved budget. In special circumstances, the KRD Secretary-Manager may waive portions of the bid procedures. The "special circumstances" are limited to items where publication of bids may impinge on the safety of staff or KRD assets.
- Publication of Notice: After authorization is received, the requesting department director or designee will publish the Call for Bids in the official newspaper or a newspaper of general circulation most likely to bring responsive bids at least fourteen (14) days prior to bid submittal deadline.
- Notice Contents: Call for bids should contain a summary of the project and a link to the full definite specifications and procedures for bidders to use to estimate their bids.
- Bid Submittal and Opening: Bids are submitted to the KRD Clerk, for date stamp and processing. Bid opening will be announced to the KRD Secretary-Manager, and KRD Board of Directors by the KRD Secretary-Manager.
- Award of Bid: Except as otherwise provided herein, the KRD shall accept the bid of the lowest responsive bidder. Bid awards for contracts and purchases over one hundred thousand dollars ($100,000) require award by the KRD Board of Directors.
- Award to other than Low Bidder: When the bid award is not given to the lowest bidder, a statement of the reasons for not selecting the lowest bid shall be prepared by the responsible department head for the bid and submitted to the KRD Secretary-Manager and filed with the records relating to the transaction.

- Rejection of Bids: The KRD Secretary-Manager or designee may reject without cause any and all bids and may re-advertise for bids pursuant to the procedures herein described. If no bids are received, the KRD Secretary-Manager or designee may negotiate the purchase with a vendor at the lowest possible cost. If the negotiated bid exceeds the current approved budget, the bid will be brought before the KRD Board of Directors for approval of award.

- Performance/Payment Bonds: On public works projects performance/ payment bonds in an amount as determined necessary by the assigned responsible department head to protect the best interests of the KRD and to assure compliance of the contract.

- Retainage: RCW 60.28.011 requires agencies to withhold up to 5% of the value of a public improvement contract, not including sales tax according to Department of Revenue ETA 3024.20 13, as retainage until the project is completed and the contract is accepted. This provides a financial incentive for contractors to finish a project, as well as a limited amount of financial protection for the involved parties.

- Retainage Bonds: Instead of having retainage withheld from the contract payments, a contractor may opt to submit a retainage bond instead covering any or all of the amount. Retainage Bonds are recommended for KRD projects.

15.7 KRD Responsibilities to Ensure Prevailing Wage Law is Followed:

- Prior to Getting an Estimate or a Quote: Notify vendor that they are to pay prevailing wages. More information may be obtained by the vendor from the Department of Labor and Industries. The list can also be obtained online at https://lni.wa.gov/licensing-permits/.

- After a Vendor has been selected: The vendor is required to file a "Statement of Intent to Pay Prevailing Wages" with the Department of Labor and Industries

- Prior to starting work: Most vendors file online at: https://lni.wa.gov/licensing-permits/. There is a fee that the Vendor will have to pay L&I, and the completed Intents are also available online. *Note:* The vendor must insert the KRD Contract number in the contract number box on the Statement form.

- After the work is completed: The vendor must also file an "Affidavit of Wages Paid" with the Department of Labor and Industries. There is another fee that the Vendor will have to pay to L&I (L&I has waived this for work <$750.00), and completed Affidavits are also available online. *Note:* The vendor must insert the KRD Contract number in the contract number box on the Statement form.

- Final Payment: Final payment must not be released until certified intents and affidavits have been received (and for contracts over $35,000, Notice of Project Completion has been submitted to DOR, ESD, and L&I through Secure Access Washington (or other acceptable means) and releases have been received from all three agencies. Call the KRD Treasurer if you need help looking them up.

15.8 Change Orders:

A purchaser's written authority to the supplier to modify or add to a purchase/ project change orders are created by KRD designee.

The KRD Board of Directors may authorize individual change order increases up to 20% or $100,000, whichever is less, over the amount of the originally approved contract. Change order must not increase total contract amount to more than the approved budget without Board of Directors approval. Change orders more than 20%/$100,000, and/or those that cause the project to go over the budgeted amount, must receive pre- approval from KRD Board of Directors. Should a change order be required in the field, the Public Works staff person acting as project manager, may authorize the change if necessary. It must then be dually signed by the KRD Secretary-Manager in a timely manner. If the change order would cause the contract to go over budget or is more than a 20%/$100,000 increase, the request must be pre-approved by Board of Directors and an amended contract may be necessary.

15.9 Final Project Acceptance:

The KRD Secretary-Manager is authorized to formally accept all projects as Final. The KRD Secretary-Manager may discretionarily defer any final project acceptance to KRD Board of Directors for approval.

16. PURCHASE OF ARCHITECT AND ENGINEERING SERVICES

Architectural and Engineering consultants are initially selected based upon their qualifications, rather than price (as allowed by RCW 39.80.050). The KRD will negotiate a contract with the most qualified firm at a price which the KRD determines is fair and reasonable. In making its determination, the KRD shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature. If the KRD is unable to negotiate a satisfactory contract with the firm selected at a price the KRD determines to be fair and reasonable, negotiations shall be terminated and the KRD shall begin negotiations with the next highest qualified firm. These services are to be acquired under the authority and procedures outlined in chapter RCW 39.80. Procedures set forth in RCW 39.80 shall be followed for contracts for architectural and engineering services.

All architect and engineering services contracts and agreements should be approved by the KRD Board of Directors.

17. PURCHASE OF ORDINARY OR "PURCHASED" SERVICES

"Ordinary/Purchased Services" are those provided by vendors for routine, necessary and continuing functions of a local agency, mostly relating to physical activities. There are lots of ordinary services that require prevailing wages -- Check with L&I.

- Repetitive, routine, or mechanical in nature - following established or standardized procedures Contribute to the day-to-day business operations
- Completion of assigned and specific tasks
- Decision-making is routine or perfunctory in nature
- May require payment of prevailing wages

Examples include, but are not limited to:

- Delivery/courier service
- Building maintenance (janitorial)
- Landscaping
- Herbicide application service
- Vehicle inspection, lubricating and repair services
- HVAC system maintenance service (without repair)

18. PURCHASE OF PROFESSIONAL SERVICES

"Professional Service Contract" means an agreement with an independent contractor for providing professional services to the KRD.

There is not a state law requiring competition when procuring Professional Service. The Secretary-Manager may negotiate a professional services agreement. All such agreement must be approved by the Board of Directors. Examples include, but are not limited to:

- Legal Services
- Management Consulting
- Accounting and Auditing
- Real Estate Broker

19. PURCHASE OF PERSONAL SERVICES

A "Personal Service Contract" is an employment contract with an independent contractor for providing personal services to KRD. Personal Service means hiring a consultant to provide professional or technical expertise to accomplish a specific study, project, task or other work statement.

A minimum of three quotes must be solicited for Personal Services estimated between $15,000 and $100,000. An RFP/RFQ process is required when the total cost in a calendar years' time exceeds $100,000.

19.1 Thresholds for Personal Services:

Purchase of Personal Services		
$ -0- to $14,999	Competition is not required. Department is encouraged to determine price is fair and reasonable and document in department files.	KRD Secretary-Manager to approve
$15,000 to $100,000	3 Written Quotes	KRD Secretary-Manager to award and approve
Over $100,000	Formal RFP May be Sealed or Not-	KRD Board of Directors to award and approve
The Secretary-Manager is required to notify the KRD Board of all services purchased over $10,000 at the next Board meeting, via staff report or by other acceptable means.		

20. HOW TO LEASE

Bids are not required on equipment leases. The KRD Secretary-Manager must approve all equipment leases and may opt to send lease to the KRD Board of Directors for approval if he so desires.

A lease of property (equipment) with option to purchase that is valued at more than $15,000 is subject to competitive bidding. See "purchasing" thresholds for bidding requirements.

21. EXEMPTIONS TO COMPETITIVE BIDDING REQUIREMENTS

21.1 Sole Source Vendor:

Purchases which by their nature are not adapted to competitive bidding, such as items which, as to meet a specific need or criteria as determined by the KRD, may only be purchased from a single source, shall not be subject to the competitive bidding requirements of this policy. Purchases above the threshold requiring multiple quote or bids, from a sole source vendor require prior approval of the KRD Administrator or designee. Follow procedures for declaring Sole Source.

21.2 Repair and Ordinary Maintenance:

Purchases for ordinary maintenance, repairs, or additions to KRD equipment which may be more efficiently added to by a certain person or firm, shall not be subject to the competitive bidding requirements of this policy.

21.3 Purchasing Involving Special Facilities or Market Conditions:

The KRD Secretary-Manager may waive established bidding requirements if an opportunity arises to purchase favorably- priced equipment at an auction, or supplies or used goods that will be sold before the KRD can conduct the bid process when over bid thresholds. Written documentation of the special condition must be

prepared for justification of the purchase and waiver of bidding requirements and approved by Board of Directors via Resolution.

21.4 Surplus Property:

The KRD may by agreement acquire surplus property from another government without the use of bids.

21.5 Interlocal Agreements in Letting of Contracts for Commodities or Services (Piggybacking):

RCW 39.34.030 permits governmental agencies to utilize other entities' contracts without going to bid. Contact Treasurer to determine if interlocal purchasing is feasible for your department's particular need. The following criteria must first be met:

- There must be an lnterlocal Agreement, approved by the KRD Board of Directors and/or the KRD Secretary-Manager, and signed by both parties, on file with the KRD.
- It must be a current contract with interlocal language included.
- It must have been advertised on the entity's web page and competitively bid.
- The government entity, and the vendor, must be willing to share their contract pricing.
- A complete copy of the contract must have been reviewed by Treasurer.
- Department will set up a bid file and track as if it were our own bid process.

21.6 Emergency Purchases:

In the event of an emergency, the KRD Board of Directors, the KRD Secretary-Manager or designee may declare an emergency situation exists, waive competitive bidding requirements, and award necessary contracts on behalf of the municipality to address the emergency situation. If a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or designee and duly entered of record no later than two weeks following the award of the contract.

22. HOW TO DECLARE A SOLE SOURCE (or Single Source):

22.1 Treasurer Involvement Required:

On a case by case basis, the bid or quote requirement may be waived and a sole/single source purchase approved, in accordance with RCW 87.03.435. There should be careful deliberation before going to a sole/single source as this type of purchase eliminates competition and tends to drive prices up.

22.2 Authority to Approve Single Source Purchases as allowed by RCW 87.03.435(3)(c):

KRD Secretary-Manager	$15,000 to $150,000
KRD Board of Directors	Over $150,000

- A single source purchase may be approved if one or more of the following conditions are met:
- **Standardization** or **compatibility** to existing KRD standard or to existing equipment, inventory, systems, data, programs or service. Must be evaluated for cost benefit and/or safety.
- **Licensed** or **patented** product with only one dealer (and the license or patent is paramount to your procurement).
- **Only** authorized Service Provider, Repair and/or Warranty Services, e.g. warranty may be negated if you let someone else work on it.
- **Unique design:** Requires unique features that are essential, aesthetic requirements, or not practical to match to existing design or equipment. Document the unique specifications that are needed, which will drive the research in finding a product that fits the specific needs of your department.

22.3 Special Market conditions:

Can be used to purchase items at auction (RCW 87.03.435(3)(c)) or other items that are offered at a very favorable price and will be sold before an entity will have a chance to complete the bidding process (e.g. a flood is coming and you must obtain sandbags immediately) or perhaps funds must be expended immediately, or there is a critical delivery date.

NOTE: Any sole/single source utilizing Federal Grant money must also include 1) Written responsibility determination for the successful contractor and; 2) Basis for contract price (Cost Price Analysis). Each Grantee must evaluate and state its justification for the contract cost or price.

23. DISPOSAL OF SURPLUS PROPERTY (Reference LSMC 2.92)

Property with an estimated value under $15,000, may be declared surplus by the KRD Secretary-Manager or the KRD Secretary-Manager as designee, or by KRD Board of Directors for property with an estimated value of $15,000 or greater, upon one or more of the following criteria:

- The KRD has or soon will have no foreseen practical and efficient use for the property.

- The purpose served by the property can be accomplished by use of a better, more effective or more efficient alternative.
- The purpose serviced by the property no longer exists as determined by a change of policy evidenced by an ordinance or resolution of the KRD Board of Directors.
- The property is damaged, worn out, otherwise inoperable and the cost of repairing the same is unwise or impractical
- If the value of the property, the KRD is seeking to surplus is greater than $10,000, then pursuant to RCW 87.03.135 a public hearing is required.
- RCW 87.03.136 requires that a public hearing be held if real estate is no longer needed for that use and the KRD desires to lease, sell or convey the real property.

24. TRADE-INS

Trade-Ins are allowed on new purchases if approved by Treasurer in advance. Trade-Ins must be negotiated, documented at "Fair Market Value" by the Department, and declared surplus ahead of time (through Treasurer) by the KRD Secretary-Manager, or the KRD Secretary-Manager as designee, if under $15,000 and KRD Board of Directors if over $15,000.

Fair Market Value can be obtained by finding comparable units that have been sold at online auctions, e.g., https://www.publicsurplus.com/ , https://www.ebay.com/ , https://www.rockanddirt.com/ , https://www.ironplanet.com/ or other online sources such as Kelley Blue Book https://www.kbb.com/, or NADA https://www.nadaguides.com/. https://www.govdeals.com/ is a good place to find auction results for comparable products.

25. FEDERAL AWARD STANDARDS

25.1 Purpose:

Establish and maintain internal controls that provide reasonable assurance that Federal awards are being managed in compliance with all Federal regulations and with the terms and conditions of the award.

25.2 Internal Controls:

The KRD will maintain effective internal control over the Federal award providing reasonable assurance that the KRD is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

- Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

- Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive.

25.3 Certification:

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

25.4 Advance Payments and Reimbursements:

Payment methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the KRD whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

- Advanced payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the KRD to carry out the purpose of the approved program or project. Any advanced payments must be consolidated to cover anticipated cash needs.

- The KRD shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs.

25.5 Allowable Costs:

Federal awards will meet the following general criteria in order to be allowable except where otherwise authorized by statute;

- Be necessary and reasonable for the performance of the Federal award;

- Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items;

- Be consistent with policies and procedures that apply uniformly to both Federally- financed and other activities of the KRD;

- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.;
- Not be included as cost or used to meet cost sharing or matching requirements of any other Federally-financed program in either the current or a prior period;

- Be adequately documented.

25.6 Procurement-Federal Award:

When procuring property and services under a Federal award, the KRD will follow 2 CFR §200.318 General procurement standards through §200.326 Contract provisions or KRD purchasing procedures whichever is more restrictive.

The Uniform Guidance allows for five options for the procurement of materials, supplies, equipment, services, including professional services, or public works:

- **Small Purchase Procedures.** Price or rate quotations must be obtained from an adequate number of qualified sources for purchases of services, supplies or other property costing less than the simplified acquisition threshold, currently set as $150,000.
- **Formal sealed bids.** Advertise for purchases costing $150,000 or more. If this method is used, there are specific requirements that apply at 2 CFR §200.320(c)(2)
- **Competitive proposals (RFP/RFQ).** Advertise for competitive proposal purchases of $150,000 or more. However, there is no threshold for Architecture and Engineering services, whereby price is not a factor in the selection. If this method is used, there are specific requirements that apply at 2 CFR §200.320(d)(1)-(5).
- **Noncompetitive proposals.** A non-competitive purchase occurs when the grantee determines competition is inadequate, the item or service is available only from a single source of supply, or there is an emergency situation where competitive bidding would cause an unreasonable delay.
- **Micro purchases.** Procurement by micro-purchase, is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold, currently set at $3,500 ($2,000 for public works). Micro-purchases may be awarded without soliciting competitive quotations if the grantee considers the price reasonable. To the extent practicable, the grantee must distribute micro-purchases equitably among qualified suppliers. Further, to use the micro purchase method, the grantees documented standards (written policies/procedures for procurement transactions) must allow for it.
- **Change in thresholds.** The Office of Management and Budget (OMB) issured Memorandum M-18-18 on June 20, 2018, which increases the micro-purchase threshold to $10,000 and the simplified acquisition threshold to $250,000.

Contracts and sub-grants of amounts in excess of $150,000 requires that the KRD will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Verify and document that vendors are not suspended or debarred from doing business with the Federal government. Federal guidelines require grant recipients to ensure vendors with contracts or purchases exceeding

$25,000 are not suspended or debarred from participating in federal programs. All KRD purchases and contracts issued from federal resources that exceed $25,000 are subject to these guidelines.

Before initiating any purchases or contracts with federal funds that exceed, or may potentially exceed $25,000 within the fiscal year, the KRD Secretary-Manager shall verify that the vendor is not listed on the System for Award Management (SAM) Exclusion list by checking at https://www.sam.gov/SAM/. If the vendor is listed on the EPLS the KRD Secretary-Manager shall not complete the purchase or contract with the vendor. If the EPLS shows no records for the vendor, print the screen, retain a copy in the department files and proceed to process a requisition.

NOTE: Washington State Department of Enterprise Services (DES) does not check for suspension or debarment on State bid contracts.

25.7 Single Audit Act:

The KRD, as a recipient of Federal funds, shall adhere to the Federal regulations outlined in 2 CFR §200.501 as well as all applicable Federal and State statutes and regulations.

25.8 Closure:

A project agreement end date will be established in accordance with 2 CFR §200.309. Any costs incurred after the project agreement end date are not eligible for Federal reimbursement.

The following table outlines procurement requirements when using Federal funds.

Procurement Method	Goods	Services
Micro-Purchase - No required quotes. However, must consider price as reasonable, and, to the extent practical, distribute equitably among suppliers.	$3,500 or less $2,000 or less (PW) Must use more restrictive $3,000 federal threshold ($2,000 in the case of acquisition for construction subject to the Davis- Bacon Act)	$3,500 or less $2,000 or less (PW) Must use more restrictive $3,000 federal threshold ($2,000 in the case of acquisition for construction subject to the Davis- Bacon Act)
Small Purchase Procedures (lnformal)- Obtain/document quotes from a reasonable	$10,000 - $40,000 (Single trade)	$10,000 - $40,000 (Single trade)

Procurement Method	Goods	Services
number of qualified sources (at least three).	$10,000 - $65,000 (Multi trade) $15,000 - $150,000 (Non-Public works projects) Must use more restrictive KRD threshold instead of $150,000 Federal threshold	$10,000 - $65,000 (Multi trade) $15,000 - $100,000 (Non-Public works projects) Must use more restrictive KRD threshold instead of $150,000 Federal threshold
Sealed Bids/ Competitive Bids (Formal)	$40,000 or more (Single trade) $65,000 or more (Multi trade) $150,000 or more (Non-Public works projects) Must use more restrictive KRD threshold instead of $150,000 Federal threshold	$40,000 or more (Single trade) $65,000 or more (Multi trade) $100,000 or more (Non-Public works projects) Must use more restrictive KRD threshold instead of $150,000 Federal threshold
Competitive proposals	Used when conditions are not appropriate for the use of sealed bids. • Must publicize request for proposals soliciting from an adequate number of qualified sources • Maintain written method for conducting technical evaluations • Contract must be awarded to the responsible firm whose proposal is most advantageous to the program	
Non-competitive proposals	Appropriate only when: • Available only from a single source; or • Public emergency; and • Expressly authorized by awarding or pass- through agency in, response to written request from the KRD; or • After soliciting a number of sources, competition is deemed inadequate.	

26. DEFINITIONS

Adequate Appropriation Balance -- Sufficient balance existing in the appropriation line item against which the purchase order is to be charged.

Appropriation -- KRD Board of Directors authorization to expend funds for a specific purpose

As Is -- A term indicating that goods offered for sale are without warranty or guarantee. The purchaser has no recourse on the seller for the quality or condition of the goods.

Bid --A written proposal submitted by a bidder to furnish supplies, materials, equipment and other property in conformity with the owner's specifications and conditions included in a request for bids by the KRD.

Bidding -- Procedure used to solicit quotations on price from various prospective providers of supplies, materials, equipment, and other property.

Budget -- A legal planning document that forecasts the financial resources of a government and authorizes the spending of those resources for a fiscaI period.

Budget Amendment- A -- mechanism used to revise the legally binding appropriations of budgeted funds.

Budget Adjustment-A -- mechanism for the Treasurer to transfer legal appropriations within a fund. Legal appropriations are not budgeted by line item, so KRD Board of Directors approval is not required. KRD Board of Directors must be notified of adjustments of more than $10,000 per item.

Capital Equipment -- Equipment of the KRD having an initial value of five thousand dollars ($5,000.00) or more and an estimate useful life or more than three years (3) year.

Cash Discount -- A discount offered to the KRD to encourage payment of an invoice on or before its due date.

Change Order -- A purchaser's written authority to the supplier to modify or add to a purchase/project

Contract -- A contract is a legally binding and enforceable agreement between two or more parties stating the terms and conditions for an exchange of something of value (usually money, goods, or services) between the parties. A contract can take many different forms, ranging from major, heavily negotiated written contracts to a simple PO or telephone order for goods or services. The KRD Board should be contacted if there is uncertainty as to the need for a written contract and how to go about it. Only the KRD Secretary-Manager, as designee, of the KRD have the authority to sign contracts UNLESS they have delegated their authority over to an individual via approved Resolution.

Controlled Commodity -- Items which may fall under the quote dollar limit that require approval from designated people, i.e. office products, communication equipment and computer equipment.

Emergency -- Unforeseen circumstance beyond the control of the KRD that (a) present a real, immediate threat to the proper performance of the essential functions; and/or (b) may result in material loss, damage to property, bodily injury, or loss of life, if prompt action is not taken.

Expediting -- Attempt to reduce the contractually agreed upon delivery time of a product.

Final Project Acceptance -- Formal acceptance that the work on a project is complete. Needed prior to completed Notice of Completion and triggers dates for release of bonds, etc.

Ordinary Maintenance -- The furnishing of labor, time, or effort by a contactor or vendor not performed by contract and that is performed on a regularly scheduled basis, to service, check, or replace items that are not broken; or work performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary, and not involving the delivery of any specific end product, other than reports that are incidental to the required performance

Payment Discount -- See Cash Discount.

Personal Service Contract -- An employment contract with an independent contractor for the rendering of personal services to the KRD. The KRD Secretary-Manager or the KRD Secretary-Manager, as designee, must sign all Personal Service Contracts.

Prevailing Wage Rate -- The rate of hourly wage, usual benefits, and overtime paid in the locality, to the majority of workers, laborers, or mechanics, in the same trade or occupation; required to be paid on all public work and public building service maintenance contracts.

Professional Service Contract -- An agreement with an independent contractor for the rendering of professional services to the KRD. The KRD does not provide direction to the provider. The KRD states a goal and objective and the provider, under his own direction, accomplishes the goal.

Public Work -- A project including all work, construction, alteration, repair or improvement other than ordinary maintenance executed at the cost of the KRD.

Purchase Order (PO) -- Official document used in authorizing the encumbrance of KRD funds toward a purchase.

Request For Proposals -- Similar to the formal bid process, except that factors other than price are used to award the contract.

Requisition --A standard form providing detailed information as to quantity, description, estimated price, possible vendors, fund account, signature and other information necessary to make a purchasing decision.

Responsible Bidder -- Contractor, supplier, or vendor, qualified on the basis that it (1) has adequate financial resources to perform a contract, (2) is able to comply with the associated legal or regulatory requirements, (3) is able to deliver according to the contract schedule, (4) has a history of satisfactory performance, (5) has good reputation regarding integrity, (6) has or can obtain necessary data, equipment, and facilities, and (7) is otherwise eligible and qualified to receive award if its bid is chosen.

Sealed Bid (Formal Bid) -- An advertised solicitation for a requirement in which the cost exceeds the bid limit. The bids are opened during a public opening.

Simplified Acquisition Threshold --The dollar amount below which a non-Federal entity may purchase property or services using small purchase methods.

Small Works Roster -- A process through which there is competition following notification to some or all public works contractors who have requested placement on a roster kept by the local government agency, or a contracted service agency, in which price is the primary basis for consideration and contract award.

Specification -- A clear, complete, and accurate statement of the technical requirements descriptive of a material, an item, or a service.

Standardization -- When it is necessary to standardize to one type of item because of uniformity or interchangeable parts issues. Authorization for standardization is obtained from Purchasing.

KRD employees with purchasing and/or signing authority shall certify, in writing, that they have read and understand this policy. Non-compliance may result in disciplinary action, at the discretion of the KRD Board of Directors and management.

VI. PUBLIC DISCLOSURE

The Kittitas Reclamation District ("KRD") is a public irrigation district that delivers irrigation water to customers in Kittitas County, Washington. The KRD's central office is located at 315 N. Water Street, Ellensburg, Washington, 98926.

A. Authority and purpose.

(1) RCW 42.56.070(1) requires each agency to make available for inspection and copying nonexempt "public records" in accordance with published rules. The act defines "public record" at RCW 42.56.010(3) to include any "writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained" by the agency. RCW 42.56.010(3) excludes from the definition of "public record" the records of volunteers that are not otherwise required to be retained by the agency and which are held by volunteers who do not serve in an administrative capacity; have not been appointed by the agency to an agency board, commission or internship; and do not have a supervisory role or delegated authority. RCW 42.56.070(2) requires each agency to set forth "for informational purposes" every law, in addition to the Public Records Act, that exempts or prohibits the disclosure of public records held by that agency.

(2) The purpose of these rules is to establish the procedures the KRD will follow in order to provide full access to public records. These rules provide information to persons wishing to request access to public records of the KRD and establish processes for both requestors and KRD staff that are designed to best assist members of the public in obtaining such access.

(3) The purpose of the act is to provide the public full access to information concerning the conduct of government, mindful of individuals' privacy rights and the desirability of the efficient administration of government. The act and these rules will be interpreted in favor of disclosure. In carrying out its responsibilities under the act, the KRD will be guided by the provisions of the act describing its purposes and interpretation.

B. Agency description—Contact information—Public records officer.

(1) The KRD is an irrigation district organized pursuant to Chapter 87.03 RCW. The KRD delivers irrigation water to property within its service area that is classified as irrigable by the United States Bureau of Reclamation. The KRD's central office is located at 315 N Water Street, Ellensburg, WA 98926.

(2) Any person wishing to request access to public records from the KRD, or seeking assistance in making such a request shall contact the public records officer of the KRD:

Urban Eberhart
Kittitas Reclamation District
315 N Water St
P.O. Box 276
Ellensburg, WA 98926
509-925-6158
urban@krdistrict.org

Information is also available at the KRD's web site at www.kittitasreclamationdistrict.org.

(3) The public records officer will oversee compliance with the act but another KRD staff member may process the request. Therefore, these rules will refer to the public records officer "or designee." The public records officer or designee and the KRD will provide the "fullest assistance" to requestors; ensure that public

records are protected from damage or disorganization; and prevent fulfilling public records requests from causing excessive interference with essential functions of the KRD.

C. Availability of public records.

(1) *Hours for inspection of records*. Public records are available for inspection and copying during normal business hours of the KRD, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding legal holidays. Records must be inspected at the offices of the KRD. Many public records are also available for inspection and copying on the KRD's web site at any time, at no cost.

(2) *Records index.* The KRD does not maintain an index of its records. The KRD finds that maintaining an index is unduly burdensome and would interfere with agency operations. The requirement would unduly burden or interfere with KRD operations in the following ways : (i) given the small size of KRD's staff, the length of time KRD has operated, and the unique nature of KRD's operations, an index of records would require an inordinate amount of staff time to create and maintain, which would interfere with KRD operations.

(3) *Organization of records.* The KRD will maintain its records in a reasonably organized manner. The KRD will take reasonable actions to protect records from damage and disorganization. A requestor shall not take KRD records from KRD offices. A variety of records is available on the KRD web site at www.krdistrict.org. Requestors are encouraged to view the documents available on the web site prior to submitting a records request.

(4) *Making a request for public records*.

(a) Any person wishing to inspect or obtain copies of public records of KRD should make the request in writing on the KRD's request form or through an online portal, or by letter, or email addressed to the public records officer at the email address publicly designated by KRD, or by submitting the request in person at KRD, 315 N Water St, Ellensburg, WA 98926, and including the following information:

- Name of requestor;
- Address of requestor;
- Other contact information, including telephone number and any email address;
- Identification of the public records adequate for the public records officer or designee to locate the records;
- The date and time of day of the request; and
- A Commercial Purpose Declaration (If the request is for a list of individuals, *see RCW 42.56.070(8)*).

(b) If the requestor wishes to have copies or scans of the records made instead of simply inspecting them, he or she should so indicate and make arrangements to pay for copies or scans of the records or a deposit. Pursuant to Section G, charges for copies are provided in a fee schedule available at KRD, 315 N Water St, Ellensburg, WA 98926, www.kittitasreclamationdistrict.org.

(c) A records request form is available for use by requestors at the office of the public records officer and online at www.kittitasreclamationdistrict.org.

(d) The public records officer or designee shall accept requests for public records that contain the above information by telephone or in person. If the public records officer or designee accepts such a request, he or she will confirm receipt of the information and the substance of the request in writing.

(e) If requestors refuse to identify themselves or provide sufficient contact information, the agency will respond to the extent feasible and consistent with the law.

D. Processing of public records requests—General.

(1) *Providing "fullest assistance."* The KRD is charged by statute with adopting rules which provide for how it will "provide full access to public records," "protect records from damage or disorganization," "prevent excessive interference with other essential functions of the agency," provide "fullest assistance" to requestors, and provide the "most timely possible action" on public records requests. The public records officer or designee will process requests in the order allowing the most requests to be processed in the most efficient manner.

(2) Upon receipt of a request, the KRD will assign it a tracking number and log it in.

(3) The public records officer or designee will evaluate the request according to the nature of the request, volume, and availability of requested records.

(4) Acknowledging receipt of request. Following the initial evaluation of the request under (3) of this subsection, and within five business days of receipt of the request, the public records officer will do one or more of the following:

(a) Make the records available for inspection or copying including:

(i) If copies are available on the KRD's internet web site, provide an internet address and link on the web site to specific records requested;

(ii) If copies or scans are requested and payment of a deposit for the copies or scans, if any, is made or other terms of payment are agreed upon, send the copies to the requestor;

(b) Acknowledge receipt of the request and provide a reasonable estimate of the time to respond to the records request. The public records officer or designee may revise the estimate of when records will be available; or

(c) Acknowledge receipt of the request and ask the requestor to provide clarification for a request that is unclear, and provide, to the greatest extent possible, a reasonable estimate of time the KRD will require to respond to the request if it is not clarified.

(i) Such clarification may be requested and provided by telephone, and memorialized in writing;

(ii) If the requestor fails to respond to a request for clarification and the entire request is unclear, the KRD need not respond to it. The KRD will respond to those portions of a request that are clear; or

(d) Deny the request.

(5) *Consequences of failure to respond.* If the KRD does not respond in writing within five business days of receipt of the request for disclosure, the requestor should contact the public records officer to determine the reason for the failure to respond.

(6) *Protecting rights of others.* In the event that the requested records contain information that may affect rights of others and may be exempt from disclosure, the public records officer may, prior to providing the records, give notice to such others whose rights may be affected by the disclosure. Such notice should be given so as to make it possible for those other persons to contact the requestor and ask him or her to revise the request, or, if necessary, seek an order from a court to prevent or limit the disclosure. The notice to the affected persons will include a copy of the request.

(7) *Records exempt from disclosure.* Some records are exempt from disclosure, in whole or in part. If the KRD believes that a record is exempt from disclosure and should be withheld, the public records officer will state the specific exemption and provide a brief written explanation of why the record or a portion of the record is being withheld. If only a portion of a record is exempt from disclosure, but the remainder is not exempt, the public records officer will redact the exempt portions, provide the nonexempt portions, and indicate to the requestor why portions of the record are being redacted.

(8) *Inspection of records*.

(a) Consistent with other demands, the KRD shall promptly provide space to inspect public records. No member of the public may remove a document from the viewing area or disassemble or alter any document. The requestor shall indicate which documents he or she wishes the agency to copy or scan.

(b) The requestor must claim or review the assembled records within thirty days of the KRD's notification to him or her that the records are available for inspection or copying. The agency will notify the requestor in writing of this requirement and inform the requestor that he or she should contact the agency to make arrangements to claim or review the records. If the requestor or a representative of the requestor fails to claim or review the records within the thirty-day period or make other arrangements, the KRD may close the request and refile the assembled records. Other public records requests shall be processed ahead of a subsequent request by the same person for the same or almost identical records, which shall be processed as a new request.

(9) *Providing copies of records*. After inspection is complete, the public records officer or designee shall make the requested copies or scans or arrange for copying within a reasonable period of time. Where the KRD charges for copies or scans, the requestor must pay for the copies or scans prior to the KRD producing the records.

(10) *Providing records in installments*. When the request is for a large number of records, the public records officer or designee will provide access for inspection and copying in installments, if he or she reasonably determines that it would be practical to provide the records in that way. If, within thirty days, the requestor fails to inspect the entire set of records or one or more of the installments, the public records officer or designee may stop searching for or producing the remaining records and close the request.

(11) *Completion of inspection*. When the inspection of the requested records is complete and all requested copies are provided, the public records officer or designee will indicate that the KRD has completed a reasonable search for the requested records and made any located nonexempt records available for inspection.

(12) *Closing withdrawn or abandoned request*. When the requestor either withdraws the request, or fails to clarify an entirely unclear request, or fails to fulfill his or her obligations to inspect the records, pay the deposit, pay the required fees for an installment, or make final payment for the requested copies, the public records officer will close the request and, unless the agency has already indicated in previous correspondence that the

request would be closed under the above circumstances, indicate to the requestor that the KRD has closed the request.

(13) *Later discovered documents*. If, after the KRD has informed the requestor that it has provided all available records, the KRD becomes aware of additional responsive documents existing at the time of the request, it will promptly inform the requestor of the additional documents and provide them on an expedited basis.

E. Processing of public records requests—Electronic records.

(1) *Requesting electronic records*. The process for requesting electronic public records is the same as for requesting paper public records.

(2) *Providing electronic records*. When a requestor requests records in an electronic format, the public records officer will provide the nonexempt records or portions of such records that are reasonably locatable in an electronic format that is used by the KRD and is generally commercially available, or in a format that is reasonably translatable from the format in which the agency keeps the record. Costs for providing electronic records are governed by RCW 42.56.120 and 42.56.130. The fee schedule is available at the KRD office located at 315 N Water St, Ellensburg, WA 98926, and on the KRD web site at www.krdistrict.org.

(4) *Customized electronic access services*. While not required, and with the consent of the requestor, the KRD may decide to provide customized electronic access services and assess charges under RCW 42.56.120 (2)(f). A customized service charge applies only if the KRD estimates that the request would require the use of information technology expertise to prepare data compilations, or provide customized electronic access services when such compilations and customized access services are not used by the agency for other purposes. The KRD may charge a fee consistent with RCW 42.56.120 (2)(f) for such customized access. The fee schedule is available at the KRD office located at 315 N Water St, Ellensburg, WA 98926, and on the KRD web site at www.krdistrict.org.

F. Exemptions.

(1) The Public Records Act provides that a number of types of documents are exempt from public inspection and copying. In addition, documents are exempt from disclosure if any "other statute" exempts or prohibits disclosure. Requestors should be aware of the following exemptions, listed on Exhibit A attached hereto, outside the Public Records Act, that restrict the availability of some documents held by the KRD for inspection and copying:

(2) The KRD is prohibited by statute from disclosing lists of individuals for commercial purposes.

G. Costs of providing copies of public records.

(1) *Inspection.* There is no fee for inspecting public records, including inspecting records on the KRD web site.

(2) *Statutory default costs*. The KRD is not calculating actual costs for copying its records because to do so would be unduly burdensome for the following reasons: The KRD does not have the resources to conduct a study to determine actual copying costs for all its records; to conduct such a study would interfere with other essential agency functions; and, through the legislative process, the public and requestors have commented on and been informed of authorized fees and costs provided in the Public Records Act including RCW 42.56.120

and other laws. Therefore, in order to timely implement a fee schedule consistent with the Public Records Act, it is more cost efficient, expeditious and in the public interest for the KRD to adopt the state legislature's approved fees and costs for most of the KRD records, as authorized in RCW 42.56.120 and as published in the agency's fee schedule.

(3) *Fee schedule*. The fee schedule is available at the KRD office located at 315 N Water St, Ellensburg, WA 98926, and on the KRD web site at www.krdistrict.org.

(4) *Processing payments*. Before beginning to make the copies or processing a customized service, the public records officer or designee may require a deposit of up to ten percent of the estimated costs of copying all the records selected by the requestor. The public records officer or designee may also require the payment of the remainder of the copying costs before providing all the records, or the payment of the costs of copying an installment before providing that installment. The KRD will not charge sales tax when it makes copies of public records.

(5) *Costs of mailing*. The KRD may also charge actual costs of mailing, including the cost of the shipping container.

(6) *Payment*. Payment may be made by cash, check, credit or debit card or money order to the KRD. If payment is made with a credit card or debit card, pursuant to RCW 87.03.277, KRD shall impose a fee of three percent (3%) in addition to the costs of providing copies of public records.

H. Review of denials of public records.

(1) *Petition for internal administrative review of denial of access*. Any person who objects to the initial denial or partial denial of a records request may petition in writing (including email) to the public records officer for a review of that decision. The petition shall include a copy of or reasonably identify the written statement by the public records officer or designee denying the request.

(2) *Consideration of petition for review*. The public records officer shall promptly provide the petition and any other relevant information to the agency official designated by the agency to conduct the review. That person will immediately consider the petition and either affirm or reverse the denial within two business days following the KRD's receipt of the petition, or within such other time as the KRD and the requestor mutually agree to.

(3) *Judicial review*. Any person may obtain court review of denials of public records requests pursuant to RCW 42.56.550 at the conclusion of two business days after the initial denial regardless of any internal administrative appeal.

Exhibit A

Exemption and Prohibition Statutes
Not Listed in Chapter 42.56 RCW

Pursuant to **RCW 42.56.070(2)**, the following is a list, for informational purposes, of laws that the KRD believes exempts or prohibits disclosure of specific information or records maintained by the KRD. The KRD's failure to list an exemption shall not affect the efficacy of any exemption and the KRD will rely on any exemption not listed to the extent necessary.

Washington State Statutes

Citation	Records
RCW 2.64.113	Confidentiality - violations
RCW 5.60.060	Privileged communications
RCW 5.60.070	Court-ordered mediation records
RCW 7.75.050	Records of Dispute Resolution Centers
RCW 9A.82.170	Financial institution records – wrongful disclosure
RCW 18.04.405	Confidentiality of information gained by CPA
RCW 18.19.060	Notification to clients by counselors
RCW 18.19.180	Confidential communications with counselors
RCW 19.215.020	Destruction of personal health and financial information
RCW 19.34.240(3)	Private digital signature keys
RCW 19.215.030	Compliance with federal rules
RCW 27.53.070	Records identifying the location of archaeological sites
RCW 29A.08.720	Voter registration records – place of registration confidential
RCW 29A.08.710	Voter registration records – certain information exempt
Chapter 40.14 RCW	Preservation and destruction of public records
RCW 42.23.070(4)	Municipal officer disclosure of confidential information prohibited
RCW 42.41.030(7)	Identity of local government whistleblower
RCW 42.41.045	Non-disclosure of protected information (whistleblower)

Citation	Records
RCW 46.52.080	Traffic accident reports – confidentiality
RCW 46.52.083	Traffic accident reports – available to interested parties
RCW 46.52.120	Traffic crimes and infractions – confidential use by police and courts
RCW 46.52.130(2)	Abstract of driving record
RCW 48.62.101	Local government insurance transactions – access to information
RCW 50.13.060	Access to employment security records by local government agencies
RCW 50.13.100	Disclosure of non-identifiable information or with consent
RCW 51.28.070	Worker's compensation records
RCW 51.36.060	Physician information on injured workers
RCW 60.70.040	No duty to disclose record of common law lien
RCW 68.50.105	Autopsy reports
RCW 71.05.427	Information that can be released
RCW 71.05.430	Statistical data
RCW 71.05.440	Penalties for unauthorized release of information
RCW 71.05.630	Release of mental health treatment records
RCW 71.05.640	Access to treatment records
RCW 71.05.650	Accounting of disclosures
RCW 82.32.330	Disclosure of tax information
RCW 84.36.389	Confidential income data in property tax records held by assessor
RCW 84.40.020	Confidential income data supplied to assessor regarding real property

Selected Federal Confidentiality Statutes and Rules

Citation	Records
18 USC § 2721 - 2725	Driver and License Plate Information
42 USC 290dd-2	Confidentiality of Substance Abuse Records
42 USC 405(c)(2)(vii)(l)	Limits on Use and Disclosure of Social Security Numbers.
34 CFR 361.38	State Vocational Rehabilitation Services Programs
42 CFR Part 2 (2.1 - 2.67)	Confidentiality of Alcohol and Drug Abuse Patient Records

VII. ACCIDENT PREVENTION POLICY

This is a working document and will be reassessed annually for additions or revisions. It is mandatory for all employees of the Kittitas Reclamation District (KRD) to review and sign. Signature page to be retained in the employees' file.

ACCIDENT PREVENTION Error! Bookmark not defined.

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INTRODUCTION

SAFETY ORIENTATIONS

The Kittitas Reclamation District Safety Officers are Kevin Eslinger (Assistant Manager) and Bob Main (Water Master/Field Supervisor). Each employee will be given a safety orientation for this Accident Prevention Policy (APP) by a Safety Officer, with an annual review of all additions or revisions. New employees will receive an APP orientation as soon as possible after being hired.

DESCRIPTION OF THE SAFETY AND ACCIDENT PREVENTION PROGRAM

Your safety and accident prevention program as described in WISHA (Washington Industrial Safety and Health Act) regulations (WAC 296-800-140) consists of this document, a safety orientation, and a mandatory safety meeting each month on the second Wednesday, at 7:00 AM, this meeting will be held at Kittitas Shop, located at 301 S. Main St, Kittitas WA 98934. If the safety meeting date or time is changed to meet

EMPLOYEE SAFETY RESONSIBILITIES

The KRD will foster, promote and maintain a safety awareness program designed to create a “culture of safety,” whereby all staff is conscious of immediate and potential hazards in the workplace. This will be accomplished through scheduled safety meetings, scheduled and impromptu inspections of the premises, and by continuing reminders of the importance of employee safety during all work. Each employee is expected to engage in safe work practices to prevent accidents, injuries and incidents and to report any unsafe act or condition that may contribute to an accident.

APPLICABILITY

This Program and OSHA (Occupational Safety and Health Administration) Safety Standards applies to all KRD employees regardless of position within the organization.

The Basic Safety Rules apply to all people frequenting, occupying or visiting the KRD offices, field sites and facilities.

GENERAL INSTRUCTIONS

OVERVIEW

Industrial injuries create a no-win situation for everyone involved. Employees experience pain, suffering and incapacitation while the company suffers from the loss of the injured person's contributions. This document is designed to assist all personnel in assuring that such an undesirable situation will not develop in this company. It provides information and guidance for the establishment and maintenance of an injury-free work environment.

PROCEDURES

This document contains guidance for safety procedures to be followed and forms to be used. Supervisors are expected to integrate the procedures into the appropriate work activity and employees are expected to apply them on the job. The forms are to be used if they apply to the job concerned.

DISSEMINATION

A copy of this statement will be issued to all supervisory and management personnel. A copy of the policy statement will be posted on company safety and health bulletin boards and at the following locations:

1. ***KRD Office, located at 315 N. Water Street, Ellensburg, WA 98926***

2. ***KRD Maintenance Shop, located at 301 S. Main St, Kittitas, WA 98934***

REGULATIONS

A copy of the following documents will be maintained on each job site:

1. Chapter 155, Construction Safety Standards from the Division of Industrial Safety and Health, Washington State Department of Labor and Industries.

2. A copy of this Accident Prevention Program..

3. The WISHA Poster, form F416-081-909, which tells employees and employers their rights under the Washington Industrial Safety and Health Act.

4. Your Rights as a Worker, form F700-074-000, which tells employees about minimum wage, mealtimes and other rights they are entitled to.

5. Notice to Employees – If an Injury Occurs, F242-191-909.

COMPANY POLICY LETTER

ACCIDENT PREVENTION POLICY FOR THE KITTITAS RECLAMATION DISTRICT

The purpose of this policy is to develop a high standard of safety throughout all operations of the ***Kittitas Reclamation District (KRD)*** and to ensure that no employee is required to work under any conditions, which are hazardous or unsanitary.

We believe that each employee has the right to derive personal satisfaction from his/her job and the prevention of occupational injury or illness is of such consequence to this belief that it will be always given top priority.

It is our intention here at to initiate and maintain complete accident prevention and safety training programs. Everyone from top management to the working person is responsible for the safety and health of those people in their charge and coworkers around them. By accepting mutual responsibility to operate safely, we will all contribute to the wellbeing of our employees.

Urban Eberhart
Secretary Manager
Kittitas Reclamation District

RESPONSIBILITIES

Responsibilities for safety and health include the establishment and maintenance of an effective communication system among workers, supervisors and management officials. To this end, all personnel are responsible for assuring that their messages are received and understood by the intended receiver. Specific safety and health responsibilities for company personnel are as follows:

MANAGEMENT OFFICIALS

Active participation in and support of safety and health programs is essential. Management officials will display their interest in safety and health matters at every opportunity. At least one manager (as designated) will participate in the safety and health committee meetings, incident investigations and inspections. Each manager will establish realistic goals for implementing instructions for meeting the goals. Goals and implementation instructions shall be within the framework established by this document. Incentives will be included as part of the instructions.

SUPERVISORS

The safety and health of the employees they supervise is the primary responsibility of the supervisors. To accomplish this obligation, supervisors will:

1. Assure that all safety and health rules, regulations, policies and procedures are understood and observed.
2. Require the proper care and use of all required personal protective equipment (PPE).
3. Identify and eliminate job hazards quickly through job safety analysis procedures.
4. Inform and train employees on the hazardous chemicals and/or procedures they MAY encounter under normal working conditions or during an emergency situation.
5. Receive and take initial action on employee suggestions, awards or disciplinary measures.
6. Conduct crew/leader meetings the first five minutes of each work shift to discuss safety and health matters and work plans for the workday.
7. Conduct walk-around safety inspections at the beginning of each job, and at least weekly thereafter.
8. Train employees (new and experienced) in the safe and efficient methods of accomplishing each job or task as necessary.
9. Review injury trends and establish prevention measures.
10. Attend safety meetings and actively participate in the proceedings.
11. Participate in incident investigations and inspections.
12. Promote employee participation in the safety and health program.
13. Actively follow the progress of injured workers and display an interest in their rapid recovery and return to work.

EMPLOYEES

Observe the items of responsibility established in this document as well as job safety rules which may apply to specific task assignments.

Each employee is responsible for:

A. Reporting all unsafe acts, unsafe conditions, accidents and/or incidents;

B. Keep vehicles, equipment, work areas, walkways and passages neat, clean and orderly at all times;

C. Ensure individual and office spaces, shop, yard, and all other facilities are free from tripping and other hazards;

D. Refrain from engaging in horseplay, games and non-work activities;

E. Lift and handle materials properly, obtaining assistance as needed;

F. Actively participate in the KRD Safety and Accident Prevention Plan;

G. Wear appropriate protective equipment as dictated by the tasks at hand;

H. Know the KRD Evacuation Plan and route and actively participate in evacuation drills when provided; and

I. Attend KRD safety meetings.

SAFETY DISCIPLINARY POLICY

The Kittitas Reclamation District (KRD) believes that a safety and health Accident Prevention Program is unenforceable without some type of disciplinary policy. The District believes that in order to maintain a safe and healthful workplace, the employees must be cognizant and aware of all company, State, and Federal safety and health regulations as they apply to the specific job duties required. The following disciplinary policy is in effect and will be applied to all safety and health violations.

The following steps will be followed unless the seriousness of the violation dictates going directly to Step 2 or Step 3.

1. A first-time violation will be discussed orally between company supervision and the employee. This will be done as soon as possible.

2. A second offense will be followed up in written form and a copy of this written documentation will be entered into the employee's personnel folder.

3. A third violation will result in time off or possible termination, depending on the seriousness of the violation.

PROCEDURE FOR ILLNESS OR INJURY ON THE JOB

OWNER OR LEAD PERSON TAKES CHARGE

1. Supervise and administer first aid as you wish (Good Samaritan Law applies).
2. Arrange for transportation (ambulance, helicopter, company vehicle, etc.), depending on the seriousness of the injury. Protect the injured person from further injury.
3. Notify owner or top management, if not already present.
4. Do not move anything unless necessary, pending investigation of the incident.
5. Accompany or take injured person(s) to doctor, hospital, home etc. (depending on the extent of injuries).
6. Take the injured person to family doctor, if available.
7. Remain with the injured person until relieved by other authorized persons (manager, EMT, doctor, etc.).
8. When the injured person's immediate family is known, the owner or supervisor should properly notify family members, preferable in person, or have an appropriate person do so.

DOCUMENTATION

1. Minor injuries – requiring doctor or outpatient care: After the emergency actions following an injury, an investigation of the incident will be conducted by the immediate supervisor and any witness to determine the causes. The findings must be documented on our investigation form.

2. Major injuries – fatality, hospitalization, non-hospitalized amputation or loss of an eye(s): Top management must see that L&I is notified as soon as possible, but at least within 8 hours of the incident that caused the fatality or in-patient hospitalization. Also, any non-hospitalized amputation or loss of an eye(s) must be reported to L&I within 24 hours of the incident.

   Call L&I at 1-800-423-7233 or visit the nearest L&I office or call OSHA at 1-800-321-6742. Top management will then assist the Department in the investigation.

3. The findings must be documented on our incident investigation report form and recorded on the OSHA 300 log, if applicable. (report form included in this document.)

NEAR MISSES

1. All near-miss incidents (close calls) must be investigated.

2. Document the findings on the company incident investigation report form.

3. Review the findings at the monthly safety meetings or sooner if the situation warrants.

BASIC RULES FOR ACCIDENT INVESTIGATION

- The purpose of an investigation is to find the cause of an incident and prevent future occurrences, not to fix blame. An unbiased approach is necessary to obtain objective findings.

- Visit the incident scene as soon as possible – while facts are fresh and before witnesses forget important details.

- If possible, interview the injured worker at the scene of the incident and "walk" him or her through a re-enactment. Be careful not to repeat the act that caused the injury.

- All interviews should be conducted as privately as possible. Interview witnesses one at a time. Talk with anyone who has knowledge of the incident, even if they did not actually witness the mishap.

- Consider taking signed statements in cases where facts are unclear or there is an element of controversy.

- Graphically document details of the incident: area, tools, and equipment. Use sketches, diagrams, and photos as needed, and take measurements when appropriate.

- Focus on causes and hazards. Develop an analysis of what happened, how it happened, and how it could have been prevented. Determine what caused the incident itself (unsafe equipment/condition, unsafe act, etc), not just the injury.

- How will you prevent such incidents in the future? Every investigation should include an action plan.

- If a third party or defective product contributed to the incident, save any evidence. It could be critical to the recovery of the claim costs.

Use Incident Investigation Report Form – Appendix C 1-3 to write up accident investigation report.

SAFETY BULLETIN BOARD

A. Purpose: To increase employee's safety awareness and convey the company's safety message. If a proper place can be found for a bulletin board, this is a good tool.

B. The following items are required to be posted:

1. Job Safety and Health Law (F416-081-909) (required)

2. Notice to Employees-How to Report and Injury(F242-191-909) (required)

3. Your Rights as a Worker, (F700-074-000) (required)

4. Citation and Notice (as appropriate)
   If a Citation and Notice is received, it must
   be posted until all violations are abated or three days, whichever is longer

5. OSHA 300A Summary (required February 1 thru April 30 of each year)

C. Suggested Items:

1. Safety and health posters
2. Minutes of crew/leader safety meetings
3. Date, time, and place of next safety meeting
4. Information about any recent incidents
5. Safety awards/employee recognition
6. Hazard communication information
7. Pertinent safety concerns, news clippings and other off-the-job items that may be of significant importance to employees.

FIRST AID TRAINING, KITS AND POSTER

A. Purpose: To afford the employees immediate and effective attention, ***all KRD management and employees*** are certified first aiders and will be available.

1. To meet the above objectives, the following procedures, in accordance with Construction Safety Standard (WAC 296-155, will be followed:

   a. All supervisors or persons in charge of crews will be first aid trained unless their duties require them to be away from the jobsite. If so, other persons who are certified in first aid will be designated as the recognized first aider.

   b. Other persons will be trained in order to augment or surpass the standard requirements.

   c. Valid first aid cards are recognized as ones that include both first aid and cardiopulmonary resuscitation (CPR) and have not reached the expiration date.

2. First aid kits and procedures will be in accordance with the requirements of the general safety and health standards (WAC 296-800).

   a. First aid kit locations at this jobsite include:

      1. **KRD Office, located at 315 N. Water St. Ellensburg WA, main hallway.**

      2. ***KRD Shop, 301 S. Main, Kittitas WA, inside middle walk-in door on the south side of shop.***

      3. ***All KRD vehicles, equipment and trucks have first Aid Kits.***

   b. ***Tina Webster will help Assistant Manager and Field Supervisor*** to ensure that the first aid kits are properly maintained and stocked.

3 Posters listing emergency numbers, procedures, etc., will be strategically located, such as on the first aid kit, at telephones, and in other areas where employees have easy access.

4. AED's on site and in several maintenance vehicles,,,,, should have more info here.

FIRST AID PROCEDURES IN CONSTRUCTION

We have first aid qualified workers here, but we do not have “designated” first-aiders. First aid at the job site is done on a Good Samaritan basis.

If first aid trained personnel are involved in a situation involving blood, they should:

1. Avoid skin contact with blood/other potentially infectious materials by letting the victim help as much as possible, and by using gloves provided in the first aid kit.

2. Remove clothing, etc. with blood on it after rendering help.

3. Wash thoroughly with soap and water to remove blood. A 10% chlorine bleach solution is good for disinfecting areas contaminated with blood (spills, etc.).

4. Report such first aid incidents within the shift to supervisors (time, date, blood presence, exposure, names of others helping).

Hepatitis B vaccinations will be provided as soon as possible but not later than 24 hours after the first aid incident.

If an exposure incident occurs, we will immediately make available appropriate:

1. Post exposure evaluation

2. Follow-up treatment

3. Follow-up as listed in WAC 296-823, Occupational Exposure to Bloodborne Pathogens.

Training covering the above information should be conducted at job site safety meetings.

WORK CREW SAFETY MEETINGS

We believe that hard work and perseverance are required for the prevention of injuries and illnesses, with the crew leader being the key to a successful result.

A. Purpose: To assist in the detection and elimination of unsafe conditions and work procedures.

B. Procedures:
The following guidelines will be followed:

a. These meetings are held at the beginning of each job and at least weekly thereafter, according to the various circumstances involved or when necessary to clear working procedures. No set pattern will suit all cases. It is important that the crew leader talk daily on injury prevention and immediately upon witnessing an unsafe act.
b. The attendance and subjects discussed will be documented and maintained on file for one year.
c. Copies of the minutes will be made available to the employees by posting or other means.

C. Scope of Activities:
(Certain employees, as may be designated by their supervisors, will assist)
1. Conduct in-house safety inspections with supervisor concerned.
2. Investigate incidents to uncover trends.
3. Review incident reports to determine means of elimination.
4. Accept and evaluate employee suggestions.
5. Review job procedures and recommend improvements (Job Safety Analysis Form is available in the Appendix)
6. Monitor the safety program effectiveness.
7. Promote and publicize safety.

D. Documentation: The sample form in the Appendix D-1 is available to assist in documenting activities of crew/leader meetings. There is also a Safety Meeting Notice form that you can print out and copy to announce your next safety meeting.

CONSTRUCTION SAFETY MEETINGS

(The crew leader's guide)

Suggested good topics for construction safety meetings (as they apply to your jobsite):

1. Fall protection/fall prevention

2. Personal protective equipment
    a. Hard hats
    b. Eye protection
    c. Hearing protection
    d. Footwear
    e. Safety harness/belts
    f. Respiratory protection

3. Housekeeping

4. Tool inspection

5. Emergency procedures

6. Electrical safety

7. Ladder safety

8. Scaffold safety

9. Fire prevention/fire extinguishers

10. Reporting injuries and unsafe conditions

11. Confined spaces

12. Lock-out procedures

13. Heat Stress

14. Excavation and trenching

Training programs, educational materials, films, videos and posters are available from the Department of Labor and Industries – Safety webpage.

HOW TO HOLD A GOOD SAFETY MEETING

1. Be certain everyone knows the time and place of the next meeting. You may use the sample form in Appendix E-1 if you wish.

2. Insist that everyone attend. Before the next meeting, remind those who were late or failed to attend that **attendance is not optional**.

3. Pick an appropriate topic. If you can't think of an appropriate topic, use one from the list on the previous page.

4. Start the meeting on time.

5. Don't waste time – give the meeting your undivided attention.

6. Discuss the topic you have chosen and prepared. Don't wait until the meeting to choose your topic.

7. Use handouts or posters to illustrate your topic.

8. Discuss current job site safety events, injuries and close calls.

9. Encourage employees to discuss safety problems as they arise. Do not save safety concerns for the meeting. Allow some time for employee questions or input at the end of the meeting.

10. Invite managers or owners to speak. Ask fellow employees to speak on a safety topic.

11. If you prevent *one* injury, it is time well spent. Your topic may be one that some employees have heard many times, but there may be one person who is new or has never been told of the safety requirement for that topic. Repeating topics several times during the course of a project is beneficial as long as it applies to the work being done.

12. Follow up on employee concerns or questions and get back to them with the answer before the next meeting.

13. Be certain to document the attendance and the topics discussed.

WALK-AROUND SAFETY INSPECTIONS

Walk-around safety inspections will be conducted at the beginning of each job, and at least weekly thereafter.

- The inspections will be conducted jointly by one member of management and one employee, elected by the employees, as their authorized representative.

- The inspections will be documented, and the documentation will be made available for inspection by representatives of the Department of Labor and Industries.

- The records of the walk-around inspections will be maintained until the completion of the job.

GENERAL SAFETY RULES FOR CONSTRUCTION

1. Always store materials in a safe manner. Tie down or support piles if necessary to prevent falling, rolling, or shifting.

2. Shavings, dust, scraps, oil or grease should not be allowed to accumulate. Good housekeeping is a part of the job.

3. Trash piles must be removed as soon as possible. Trash is a safety and fire hazard.

4. Remove or bend over the nails in lumber that has been used or removed from a structure.

5. Immediately remove all loose materials from stairs, walkways, ramps, platforms, etc.

6. Do not block aisles, traffic lanes, fire exits, gangways, or stairs.

7. Avoid shortcuts – use ramps, stairs, walkways, ladders, etc.

8. Standard guardrails must be erected around all floor openings and excavations must be barricaded. Contact your supervisor for the correct specifications.

9. Do not remove, deface or destroy any warning, danger sign, or barricade, or interfere with any form of protective device or practice provided for your use or that is being used by other workers.

10. Get help with heavy or bulky materials to avoid injury to yourself or damage to material.

11. Keep all tools away from the edges of scaffolding, platforms, shaft openings, etc.

12. Do not use tools with split, broken, or loose handles, or burred or mushroomed heads. Keep cutting tools sharp and carry all tools in a container.

13. Know the correct use of hand and power tools. Use the right tool for the job.

14. Know the location and use of fire extinguishing equipment and the procedure for sounding a fire alarm.

15. Flammable liquids shall be used only in small amounts at the job location and in approved safety cans.

16. Proper guards or shields must be installed on all power tools before use. Do not use any tools without the guards in their proper working condition. No “homemade” handles or extensions (cheaters) will be used!

17. All electrical power tools (unless double insulated), extension cords, and equipment must be properly grounded.

18. All electrical power tools and extension cords must be properly insulated. Damaged cords must be replaced.

19. Do not operate any power tool or equipment unless you are trained in its operation and authorized by your firm to do so.

20. All electrical power equipment and tools must be grounded or double insulated.

Grounded Plug	Double Insulated
	Double Insulated
Hand held tools and some other types of equipment must use a 3-wire plug or the tool label must show the tool as insulated by words or symbol.	

21. Use tools only for their designed purpose.

LADDER SAFETY RULES

General:

- Inspect before use for physical defects.
- Ladders are not to be painted except for numbering purposes.
- Do not use ladders for skids, braces, workbenches, or any purpose other than climbing.
- When you are ascending or descending a ladder, do not carry objects that will prevent you from grasping the ladder with both hands.
- Always face the ladder when ascending and descending.
- If you must place a ladder over a doorway, barricade the door to prevent its use and post a warning sign.
- Only one person is allowed on a ladder at a time.
- Do not jump from a ladder when descending.
- All joints between steps, rungs, and side rails must be tight.
- Safety feet must be in good working order and in place.
- Rungs must be free of grease and/or oil.

Stepladders

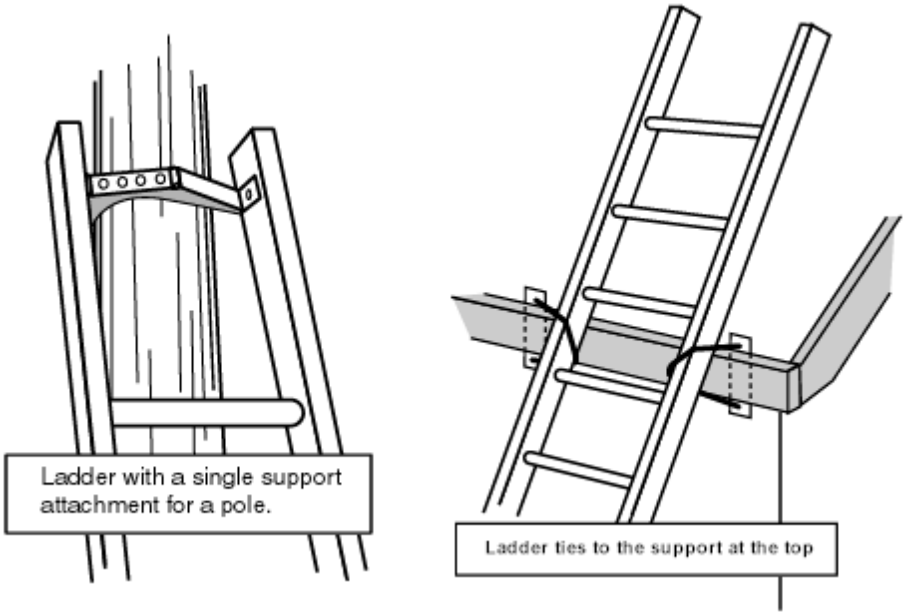
- Do not place tools or materials on the steps or platform of a stepladder
- Do not use the top two steps of a stepladder as a step or stand.
- Always level all four feet and lock spreaders in place.
- Do not use a stepladder as a straight ladder.

Straight type or extension ladders

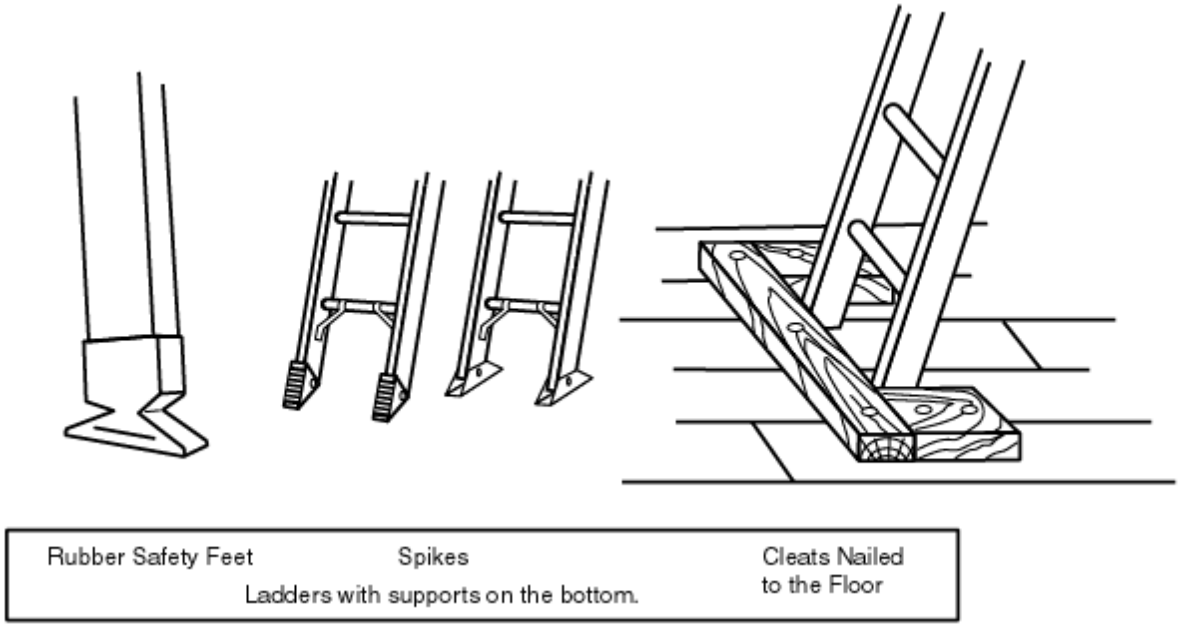
- All straight or extension ladders must extend at least three feet beyond the supporting object when used as an access to an elevated work area.

- After raising the extension portion of a two or more stage ladder to the desired height, check to ensure that the safety dogs or latches are engaged.

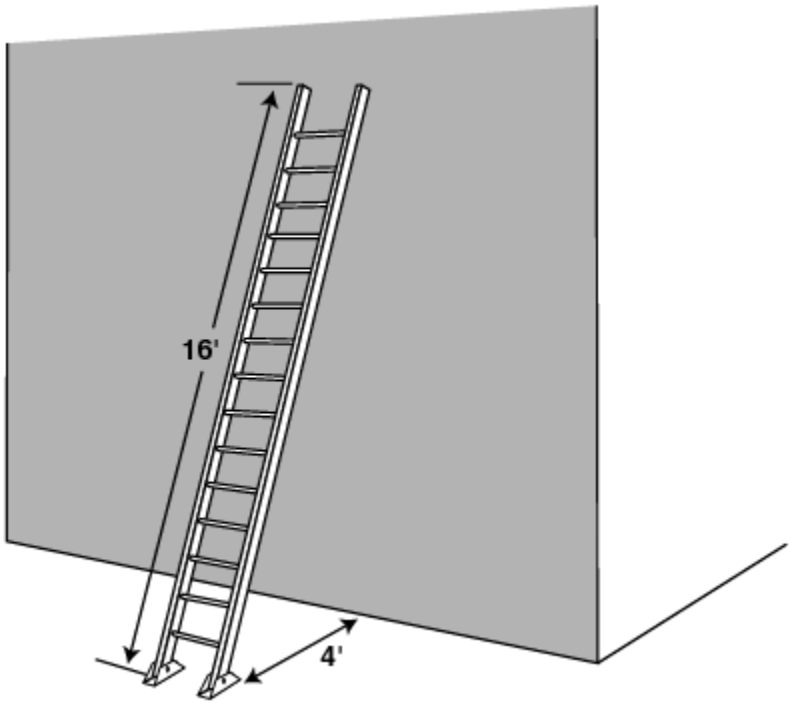
- All extension or straight ladders must be secured or tied off at the top.



- All ladders must be equipped with safety (non-skid) feet.



- Portable ladders must be used at such a pitch that the horizontal distance from the top support to the foot of the ladder is about one-quarter of the working length of the ladder.



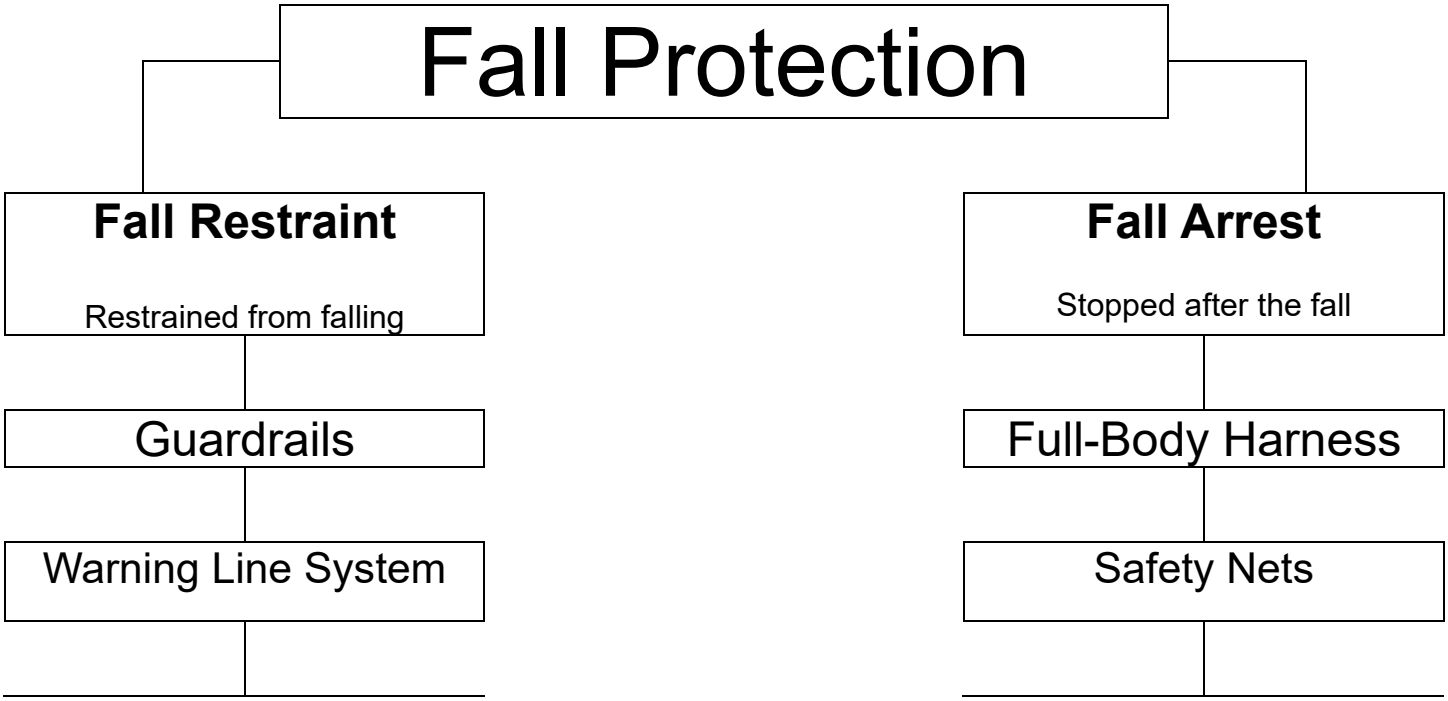
FALL PROTECTION SAFETY RULES

Falls from elevation are a major cause of injuries and deaths in the construction industry. We at ***Kittitas Reclamation District*** are committed to eliminating injuries caused by fall hazards by instituting a program of 100% fall protection for all fall hazards 4 feet or greater.

All work sites with fall hazards of 10 feet or more will have a site-specific fall protection work plan completed before any employees begin work. The employees on that specific job will be trained in the fall hazards and the method used to implement fall protection. The attached training guide (in Appendix G-1 to G-7) will be used to train employees in the inspection and maintenance of their fall protection equipment, as well as fall protection selection criteria. All employees will use a fall protection system when there is exposure to a fall hazard of 4 feet or greater. Employees who fail to follow this policy are subject to disciplinary action, up to and including dismissal.

The evaluation of the jobsite and the completion of the fall protection work plan will be done by a designated "competent person," who has an understanding of WISHA fall protection requirements, the fall protection systems available for use, and has the authority to take corrective action to eliminate employee exposure to fall hazards.

Fall protection will be provided either through the use of a fall arrest system or a fall restraint system as shown below and thoroughly described in the fall protection work plan available on site for review.



OR

Warning line system
and
Safety monitor

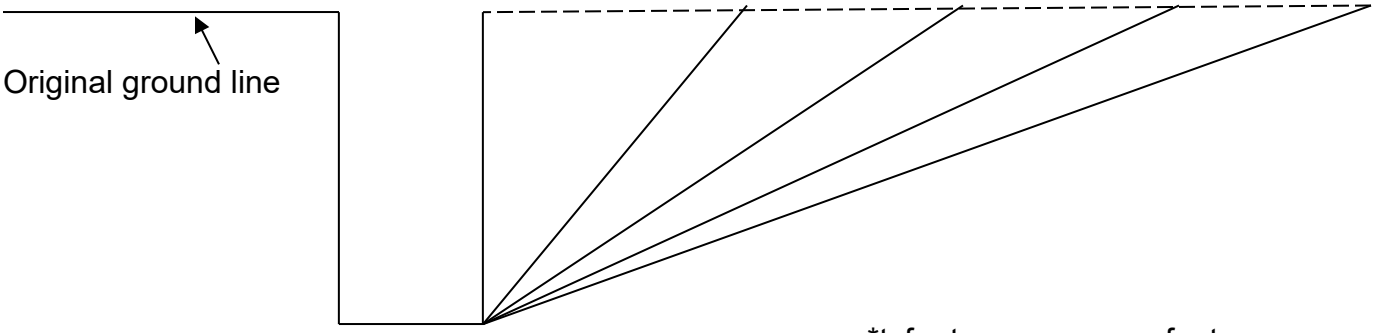
Catch Platforms

1. The determination of the angle of slope and design of the supporting system shall be based on careful evaluation of pertinent factors, such as:

    a. Depth and/or cut/soils classification
    b. Possible variation in water content of the material while excavation is open
    c. Anticipated changes in materials from exposure to air, sun, water, or freezing
    d. Loading imposed by structures, equipment, or overlaying or stored material
    e. Vibration from equipment, blasting, traffic, or other sources

Approximate Angle of Slope for sloping of sides of excavations

		Type A Cohesive and cemented soils. Unconfined compressive strength of 1.5 tsf* or greater. ¾ :1 (63°26')	Type B Non-cohesive Granular soils. Unconfined compressive strength >0.5 tsf but <1.5 tsf*. 1:1 (45°)	Type C Compacted sharp sand. Unconfined compressive strength of 0.5 tsf* or less. 1 ½:1 (33°41')	
The presence of ground water requires special treatment	Solid rock and compact shale (90°)				Well rounded loose sand 2:1 (26°34')



*tsf = ton per square foot

2. Walkways or bridges with standard railings **must be provided** when employees or equipment are required to cross over excavations.

3. The walls and faces of all excavations in which employees are exposed to danger from moving ground **must be guarded** by a shoring system, sloping of the ground, or some other equivalent means.

4. **No person must be permitted** under loads handled by power shovels, derricks, or hoists.

5. **All employees must be protected** with personal protective equipment for the protection of the head, eyes, respiratory system, hands, feet, and other parts of the body. See Construction Safety standard WAC 296-155-650 –Excavation & Trenching

SCAFFOLD SAFETY RULES

1. General

   Before starting work on a scaffold, inspect it for the following:

   a. Are guardrails, toe boards, and planking in place and secure?

   b. Are locking pins at each joint in place?

   c. Are all wheels on moveable scaffolds locked?

2. Do not attempt to gain access to a scaffold by climbing on it (unless it is specifically designed for climbing) – always use a ladder.

3. Scaffolds and their components must be capable of supporting four times the maximum intended load.

4. Any scaffold, including accessories such as braces, brackets, trusses, screw legs, ladders, etc., damaged or weakened in any way, must be immediately repaired or replaced.

5. Scaffold planks must extend over their end supports not less than 6 inches nor more than 12 inches, unless otherwise specifically required.

6. Scaffold platforms must be at least 18 inches wide unless otherwise specifically required or exempted.

7. Where persons are required to work or pass under the scaffold, scaffolds shall be provided with a screen between the toeboard and guardrail, extending along the entire opening.

8. All scaffolds must be erected level and plumb, and on a solid footing.

9. Do not change or remove scaffold members unless authorized.

10. Do not allow workers to ride on a rolling scaffold when it is being moved. Remove or secure all materials and tools on deck before moving.

11. Do not alter any scaffold member by welding, burning, cutting, drilling, or bending.

For other rules and regulations regarding scaffolding, please refer Scaffolds, Chapter 296-874 WAC.

MOTORIZED VEHICLES AND EQUIPMENT

1. Do not ride on motorized vehicles or equipment unless a proper seat is provided for each rider.
2. Always be seated when riding authorized vehicles (unless they are designed for standing).
3. Do not operate any motorized vehicle or equipment unless you are specifically authorized to do so by your supervisor.
4. Always use your seat belts in the correct manner.
5. Obey all speed limits and other traffic regulations.
6. Always be aware of pedestrians and give them the right-of-way.
7. Always inspect your vehicle or equipment before and after daily use.
8. Never mount or dismount any vehicles or equipment while they are still in motion.
9. Do not dismount any vehicle without first shutting down the engine, setting the parking brake and securing the load.
10. Do not allow other persons to ride the hook or block, dump box, forks, bucket or shovel of any equipment.
11. Each operator must be knowledgeable of all hand signals and obey them.
12. Each operator is responsible for the stability and security of his/her load.

For other rules and regulations regarding motor vehicles, mechanized equipment and marine operations, please refer to Part M of the construction Safety Standard, WAC 296-155.

GENERAL MATERIALS HANDLING SAFETY

General material storage safety:

- Make sure that all materials stored in tiers are stacked, racked, blocked, interlocked, or otherwise secured to prevent sliding, falling, or collapse.
- Post conspicuously the maximum safe load limits of floors within buildings and structures, in pounds per square foot, in all storage areas, except for floor or slab on grade. Do not exceed the maximum safe loads.
- Keep aisles and passageways clear to provide for the free and safe movement of material handling equipment or employees. Keep these areas in good repair.
- Do not store materials on scaffolds or runways in excess of supplies needed for immediate operations.
- Use ramps, blocking, or grading when a difference in road or working levels exists to ensure the safe movement of vehicles between the two levels.
- Do not place materials stored inside buildings under construction within 6 feet of any hoistway or inside floor openings, or within 10 feet of an exterior wall which does not extend above the top of the material stored.

    (i) Anchor and brace temporary floors used in steel erection, concrete forms, and shoring and other "in-process equipment" that are to be left overnight or for longer periods of time to prevent their displacement in any direction. While in "interim storage," this equipment is subject to the provisions in WAC 296-155-325(2)(a)(i) (see previous bullet point: Do not place materials stored inside buildings under construction within 6 feet of any hoistway or inside floor openings, or within 10 feet of an exterior wall which does not extend above the top of the material stored.)

- When working on stored materials in silos, hoppers, tanks, and similar storage areas, use personal fall arrest equipment meeting the requirements of Chapter 296-880.
- Segregate non-compatible materials in storage.
- Stack bagged materials by stepping back the layers and cross-keying the bags at least every ten bags high.

    (i) Carefully handle cement and lime delivered in paper bags to prevent the bags from bursting.

    (ii) Do not pile cement and lime bags more than ten bags high except when stored in bins or enclosures built for the purpose of storage.

    (iii) When bags are removed from the pile, keep the length of the pile at an even height and maintain the necessary step backs every five bags.

    (iv) When handling cement and lime bags, wear eye protection preventing any contact with the substance (such as goggles or other sealed eye protection) and wear long sleeve shirts with close fitting collar and cuffs.

(v) Do not wear clothing that has become hard and stiff with cement.

(vi) Make sure to report any susceptibility of skin to cement and lime burns.

(vii) Make sure that a hand cream or Vaseline and eyewash is provided and kept ready for use to prevent burns.

(viii) Store lime in a dry place to prevent a premature slacking action that may cause fire.

- Do not stack bricks more than 7 feet high. When a loose brick stack reaches a height of 4 feet, taper it back 2 inches for every foot of height above the 4-foot level.

  (i) Never stack bricks, for storage purposes, on scaffolds or runways.

  (ii) Always stack blocks; do not throw in a loose pile.

- When stacking masonry blocks higher than 6 feet, taper back the stack one-half block per tier above the 6-foot level.

  (i) When stacking inside a building, distribute the piles to prevent overloading the floor.

  (ii) Do not drop or throw blocks from an elevation or deliver blocks through chutes.

- Do not stack lumber more than 20 feet high; if handling lumber manually, do not stack more than 16 feet high.

  (i) Remove all nails from used lumber before stacking.

  (ii) Stack lumber on level and solidly supported sills, and such that the stack is stable and self-supporting.

  (iii) Stack stored lumber on timber sills to keep it off the ground. Sills must be placed level on solid supports.

  (iv) Place cross strips in the stacks when they are stacked more than 4 feet high.

- If not racked, stack and block structural steel, poles, pipe, bar stock, and other cylindrical materials as to prevent spreading or tilting.

  (i) Wear heavy gloves when handling reinforcing steel.

  (ii) When bending reinforcing steel on the job, use a strong bench set up on even dry ground or a floor to work on.

  (iii) Carefully pile structural steel to prevent danger of members rolling off or the pile toppling over.

  (iv) Keep structural steel in low piles, giving consideration to the sequence of use of its members.

  (v) Stack corrugated and flat iron in flat piles, with the piles not more than 4 feet high; place spacing strips between each bundle.

- Frequently inspect stockpiles of sand, gravel, and crushed stone to prevent their becoming unsafe by continued adding to or withdrawing from the stock.

    (i) Do not remove frozen material in a manner that would produce an overhang.

General Rigging Equipment Safety:

- Inspect rigging equipment for material handling prior to use on each shift and as necessary during its use to ensure that it is safe. Remove defective rigging equipment from service.
- Never load rigging equipment in excess of its recommended safe working load.
- Remove rigging equipment when not in use from the immediate work area so as not to present a hazard to employees.
- Mark special rigging accessories (i.e., spreader bars, grabs, hooks, clamps, etc.) or other lifting accessories with the rated capacity. Proof test all components to 125% of the rated load prior to the first use. Maintain permanent records on the job site for all special rigging accessories.

Disposal of waste materials:

- Whenever materials are dropped more than 20 feet to any point lying outside the exterior walls of the building, use an enclosed chute of wood or equivalent material.
- When debris is dropped without the use of chutes, make sure that the area onto which the material is dropped is completely enclosed with barricades at least 42 inches high and 20 feet back from the projected edge of the opening above. Post at each level warning signs of the hazard of falling materials. Do not remove debris in this lower area until debris handling ceases above.
- Remove all scrap lumber, waste material, and rubbish from the immediate work area as the work progresses.
- Make sure to comply with local fire regulations if disposing of waste material or debris by burning.
- Keep all solvent waste, oily rags, and flammable liquids in fire-resistant covered containers until removed from the work site.

FORKLIFT SAFETY

Click on the link below to access basic forklift training. Employees must be trained on specific equipment that they will be operating in addition to this basic information.

https://lni.wa.gov/safety-health/preventing-injuries-illnesses/create-a-safety-program/

LOCKOUT/TAGOUT CHECKLIST

	YES	NO	COMPLETION DATE
1. Equipment, machinery and personnel:			
a. A list of equipment and machines that need to be locked out has been developed.	_____	_____	_____
b. All new machinery (after Jan. 1990) has the ability to accept a lockout device.	_____	_____	_____
c. Specific written Energy Control Procedures are developed and used for each piece of equipment.	_____	_____	_____
d. A list of all authorized employees has been developed.	_____	_____	_____
e. A list of all affected employees has been developed.	_____	_____	_____
2. Energy Control Program:			
a. A written Energy Control Program has been developed.	_____	_____	_____
b. Does the written program state the methods of compliance, including the:			
• Intended use of procedures.	_____	_____	_____
• Steps for shut down, isolating, blocking and securing energy.	_____	_____	_____
• Steps for placement, removal, and transfer of lockout/tagout devices.	_____	_____	_____
• Requirements for testing to verify effectiveness of lockout/tagout.	_____	_____	_____
c. Compliance with energy control procedures is verified at least annually. The results of the inspection are certified and kept on file.	_____	_____	_____
d. Lockout/tagout devices are provided.	_____	_____	_____

(locks, hasps, tags, etc.).

e. Lockout devices are singularly identified, durable, standardized, substantial and employee identifiable. _____ _____ _____

f. Lockout devices are used only for energy control. _____ _____ _____

g. A tagout system is used only if a isolating device cannot be locked out. _____ _____ _____

h. Tagout devices are located at the same location as lockout devices. _____ _____ _____

i. Tagout devices warn against hazardous conditions such as Do Not Start, Do Not Open. _____ _____ _____

j. Energy isolation is performed ONLY by authorized employees. _____ _____ _____

k. Affected employees are notified before and after lockout/tagout. _____ _____ _____

l. Group lockout/tagout procedures are used when needed. _____ _____ _____

m. Information about each others' lockout program is exchanged with contractors. _____ _____ _____

n. Continuity of lockout/tagout is provided during shift change and personnel changes. _____ _____ _____

3. Training requirements:

a. Authorized employees - recognition of energy sources, type and magnitude of energy and methods and procedures necessary for isolation and control. _____ _____ _____

b. Affected employees - purpose and use of energy control procedures. _____ _____ _____

c. Other employees - instructed on the procedures locked or tagged out. _____ _____ _____

d. For tagout system - limitations of tags. _____ _____ _____

e. Retraining - when change in job, assignment, equipment, process, procedure or the result of an inspection. _____ _____ _____

f. Training is certified with names and dates. _____ _____ _____

WELDING & CUTTING SAFETY RULES

1. Always follow the manufacturer's recommendations for setting up and operating equipment, selection of tip size, and gas cylinder operating pressures.

2. Always use a regulator to reduce gas cylinder pressure to the operating pressures recommended by the equipment manufacturer. All piping and equipment must meet the standards of the Compressed Gas Association.

3. Always ensure that all connections are leak tight. Each time connections are loosened and retightened each connection should be checked with a soap and water solution (oil free soap). Do not check with flame.

4. Before "lighting up" clear out each line by letting a small amount of gas flow (separately) to remove any mixed gases that might be in the lines.

5. Never use defective, worn or leaky equipment. Repair it or take it out of service.

6. Never use acetylene in excess of 15 psi pressure. Higher pressures with acetylene are dangerous. If the cylinder is not fitted with a hand wheel valve control, any special wrench required must be placed on the cylinder while the cylinder is in service. On manifolds, one wrench for each manifold will suffice.

7. Always have an appropriate fire extinguisher in good operating condition readily available when operating welding or cutting equipment.

8. Never perform welding, cutting, brazing, or heating operations in a poorly ventilated area. Avoid breathing fumes from these operations at all times, particularly when zinc, cadmium, or lead coated metals are involved.

9. Never perform welding or cutting operations near combustible materials (gasoline cans, paints, paper, rags, etc.).

10. Always protect yourself, others present, welding hoses, gas cylinders, and flammable materials in the area from hot slag and sparks from the welding and cutting operations.

11. The welder and spectators must always wear goggles to protect the eyes from injurious light rays, sparks and hot molten metal during welding, cutting, and heating operations. Eye protection must comply with the established ANSI Standards.

12. Always wear clean, oil free clothing during welding and cutting operations. Protect the hands with leather welding gloves to avoid burns from radiation and hot molten slag. Low cut shoes and trousers with cuffs or open pockets should not be worn.

13. Never use a match or cigarette lighter to light a cutting or welding torch. Always use a spark igniter. Fingers are easily burned by the igniting gas when a match or cigarette lighter is used.

14. Ensure that the material being welded or cut is secure and will not move or fall on anyone.

15. Never use a welding, cutting, or heating torch on a container that has held a flammable liquid. Explosive vapors can accumulate and linger in closed containers for extended periods of time.

16. Never use a regulator for gasses other than those for which it was designed for by the manufacturer since the diaphragm and seat materials may not be compatible with other gasses.

17. Never attempt to adapt and use a fuel gas or inert gas regulator on an oxygen cylinder. A special protective device is incorporated on the oxygen regulator to harmlessly dissipate the heat caused by the recompression when the cylinder valve is quickly opened. Such a protective device is not furnished on fuel gas and inert gas regulators.

18. Never tamper with the safety devices on cylinders, fuse plugs, safety discs, etc. and do not permit torch flames or sparks to strike the cylinder.

19. Always refer to the various gasses by their proper names. (Do not refer to oxygen as “air” or acetylene as “gas”.)

20. All cylinders, particularly acetylene, should be restrained securely in an upright position to prevent accidents. A non-vertical position for an acetylene cylinder in use would allow the discharge of acetone through the regulator and into the cutting torch, clogging the mixer passages and creating a fire hazard. It would reduce the efficiency of the flame and contaminate the weld area. It also can cause voids in the porous material inside the cylinder, which can lead to acetylene explosions.

21. Store all gas cylinders not in use away from excessive heat sources, such as stoves, furnaces, radiators, the direct rays of the sun, and the presence of open flames. Cylinders in storage should always be secured in an upright position.

22. Keep all burning or flammable substances away from the oxygen or fuel gas storage area (at least 20 feet) and post “No Smoking” signs.

23. Upon completion of a welding, heating, or cutting operation immediately inspect the surrounding areas for smoldering embers. Allow at least one half hour to elapse before leaving the area and conduct another thorough inspection just before leaving. Also alert other personnel of fire possibilities.

24. Always have the properly fitted wrench to fasten a regulator to a cylinder. Never tighten the regulator by hand.

25. Always leave the fuel gas cylinder valve wrench in place when the cylinder valve is open so that it can be closed quickly in an emergency. Do not open acetylene valves more than one-quarter (1/4) turn.

26. Before connecting a regulator to a gas cylinder, open the cylinder valve for a moment. Called cracking the cylinder valve, this will blow out any foreign material that may have lodged in the valve during transit. Do not stand in front of the valve when “cracking”.

27. After attaching a regulator to a gas cylinder, be sure the regulator adjusting screw is fully released (backed off in a counter clockwise direction so that it swivels freely) before the cylinder valve is opened. Never stand in front of a regulator when you are opening a cylinder valve.

28. Always open the cylinder valve slowly so that gas pressure will build up slowly in the regulator (particularly in the oxygen cylinder). Quick opening of the cylinder valve causes a build up of heat due to recompression of the gas. When combined with combustible materials, ignition and explosion may result.

29. If a leak develops in a fuel gas cylinder that cannot be stopped by closing the valve, immediately place the cylinder outside of the building away from possible fire or ignition sources in a location that is free from wind currents that might carry the gas to an ignition source.

30. Never attempt to mix gasses in a cylinder or fill an empty one from another (particularly oxygen cylinders). Mixture of incompatible gasses and/or heat caused by recompression of the gas or gasses may result in ignition and fire. Only the owner of a cylinder may mix gasses in it.

31. When a gas cylinder is ready for return to the supplier, be certain the cylinder valve is closed to prevent internal contamination and the shipping cap is in place to protect the cylinder valve. Identify empty cylinders.

32. Never use oxygen or other gasses as a substitute for compressed air in operation of air-operated tools, blowing off parts, or for ventilation purposes. The only exception to this rule is where oxygen is used to blow out port passages and talcum powder or dust from welding hoses when setting up new or old “dusty” equipment.

33. Do not attempt to do your own repair on welding equipment. Equipment that is improperly repaired can cause leaks and other hazardous conditions. Repairs must be performed by qualified repair personnel.

34. Never repair welding hose with tape. Use of tape and many hose splicers can reduce the pressure to the torch and can cause hazardous conditions. Welding hose must meet the specifications of the Compressed Gas Association.

35. Use the shortest length of hose possible. Longer hoses require higher gas pressures and can be hard to handle.

36. Never use oil or grease on any part of welding or cutting equipment and never let it come into contact with oil or grease. This includes gas cylinders, work bench, regulators, torches, tips, threads on bottles, and clothes that are worn, such as jackets, gloves, and aprons. Oxygen and oil or grease can cause explosions and fire.

37. Never use a hammer on the valve cover caps to loosen them. Use a piece of wood to soften the impact and prevent sparks and damage to the cap.

38. When moving gas cylinders always roll them on their bottom edges or in a cart designed for their movement. Sliding or dragging them or rolling causes excessive wear and may weaken

their walls by metal erosion. Slings and electromagnets are not authorized when transporting cylinders.

39. Never use cylinders as rollers to move material. Do not let them bump into each other or let them fall.

40. Fuel gas and liquefied fuels must be stored and shipped valve end up.

41. Do not hammer on any cylinder. Do not tamper with the relief valves. If you have trouble, contact the supplier for assistance.

42. Suitable eye protection must be worn for all welding and cutting operations.

43. Cylinders must be secured. Valves must be closed when unattended and caps must be on the cylinders when the regulators are not on the cylinders.

44. Cylinders must be upright when they are transported in powered vehicles.

45. All cylinders with a water weight of over 30 lbs. must have caps or other protection.

46. All fuel gases must be used through a regulator on cylinder or manifold.

47. Compressed gas cylinders must be upright except for short periods for transportation.

48. Repair work on gauges and regulators must be done by qualified personnel.

49. When parallel sections of oxygen and fuel gas hose are taped together, you must not cover more than 4 inches out of 12 inches by tape. Defective hoses must be removed from service

50. Oxygen must not be used for ventilation.

51. Oxygen regulators must be marked “Use No Oil”. Regulators and fittings must meet the specifications of the Compressed Gas Association.

52. Union nuts on regulators must be checked for damage.

53. Before removing a regulator, shut off cylinder valve and release gas from regulator. Equipment must be used only as approved by the manufacturer.

54. Caps must be on cylinders unless they are transported on a special carrier.

55. Hot warnings on materials are required.

56. Fire is the biggest hazard in welding. The area should be cleared for a radius of 35 feet. Fire shields should be used. The area should be monitored for 30 minutes or more after end of work to ensure there is no delayed ignition.

57. Proper personal protective equipment must be worn by all welders and assisting personnel.

58. All welding personnel should be advised of the hazards from heating zinc, lead, cadmium, and any other substances that could cause health problems from the welding activity.

(The following apply to arc welding)

59. Chains, wire ropes, hoists, and elevators must not be used to carry welding current.

60. Leather capes should be used for overhead welding.

61. The neck and ears must be protected from the arc.

62. Conduits with electrical conductors in them must not be used to complete a welding circuit.

63. Welding shields must be used to protect other workers from injurious light rays.

64. Welding leads must be inspected regularly for damage to insulation. Only proper splicing will be authorized. There should be no splices in stinger lead within 10 feet of the stinger and the leads should never be wrapped around the body.

HAZARD COMMUNICATION PROGRAM

Purpose:

The purpose of the Hazard Communication Program is to ensure that the hazards of all chemicals produced or imported by chemical manufacturers or importers are evaluated. Information concerning the hazards must be transmitted to affected employers and employees before they use the products.

Procedure:

- Inventory Lists – Know the hazardous chemicals in your workplace that are a potential physical or health hazard. Make an inventory list of these hazardous chemicals; this list must be a part of your written program.

- SDS – Make sure there is a safety data sheet (SDS) for each chemical and that the inventory list and labeling system reference the corresponding SDS for each chemical.

- Labeling System – Each container entering the workplace must be properly labeled with the identity of the product, the hazardous warning, and the name and address of the manufacturer.

- Written Program – Develop, implement, and maintain a comprehensive written hazard communication program at the workplace that includes provisions for container labeling, safety data sheets, and an employee training program **(see the editable sample in the Appendix, page L1-3).**

Employees must be made aware of where hazardous chemicals are used in their work areas. They must also be informed of the requirements of the Hazard Communication Standard, the availability and location of the written program, the list of hazardous chemicals, and the safety data sheets.

The code specifically requires employers to train employees in the protective practices implemented in their workplace, the labeling system used, how to obtain and use SDSs, the physical and health hazards of the chemicals and the recognition, avoidance and prevention of accidental entrance of hazardous chemicals into the work environment.

RESPIRATOR PROGRAM

Purpose:

The purpose of the Respirator Program is to ensure that all employees are protected from exposure to respiratory hazards. Engineering controls such as ventilation and substitution of less toxic materials are the first line of defense. However, engineering controls are not feasible for some operations or do not completely control the identified hazards. In these situations, respirators and other protective equipment must be used. Respirators are also utilized for protection during emergencies.

Procedure:

This program applies to all employees who are required to wear respirators during normal work operations and during certain non-routine or emergency operations. Employees participating in the respiratory protection program do so at no cost to them. The expense associated with medical evaluations, training, and respiratory protection equipment will be borne by the company.

Employees who voluntarily choose to use a cartridge style respirator when the respirator is not required are subject to the medical evaluation, cleaning, maintenance, and storage elements only of this program. These individuals will also receive training covering proper procedures for cleaning, maintenance and storage of their respirators.

Please search https://lni.wa.gov/safety-health/preventing-injuries-illnesses/create-a-safety-program/

HEARING CONSERVATION PROGRAM

Purpose:

The purpose of the Hearing Conservation Program is to ensure that all employees are protected from exposure to noise hazards. Employers whose workers are exposed to high noise levels must have an active program for protecting their employees' hearing.

Procedure:

An effective hearing conservation program should first assess company wide noise exposures in order to identify any employee or group of employees exposed to noise. Noise is measured with a sound level meter or noise dosimeters, which measure average noise levels over time. Employees who are exposed to noise at or above an eight-hour time-weighted average of 85 dB (decibels) must be covered under a hearing conservation program. For these employees, the employer must develop, implement, and maintain (at no cost to the employees) a program consisting of:

1. Making hearing protectors available and ensuring their use.
2. Comprehensive training explaining hearing loss, hearing protective devices, and the employer's hearing conservation program.
3. Warning signs for high noise areas (115 dBA or higher).
4. Keeping accurate records.
5. Ensuring employee access to their records.

Additionally, the employer must post a copy of the hearing conservation standard or post a notice to affected employees or their representatives that a copy of the standard is available at the workplace for their review.

If you need assistance in noise measurements, you can contact the Consultation Section of the Department of Labor and Industries; the industrial hygiene consultants can help you free of charge.

Please search https://lni.wa.gov/safety-health/preventing-injuries-illnesses/create-a-safety-program/

Heat Stress - How do you prevent heat illness?

- Supply adequate water and encourage workers who work in hot weather to drink regularly, even when not thirsty. A small amount of water every 15 minutes is recommended rather that a large amount after hours of sweating.

- Learn the signs and symptoms of heat-related illness.

- Inform workers they should avoid alcohol or drinks with caffeine before or during work in hot weather.

- Try to do the heaviest work during the cooler parts of the day.

- Adjusting to work in heat takes time. Allow workers to acclimatize. Start slower and work up to your normal pace.

- Wear lightweight, loose-fitting, light-colored, breathable (e.g. cotton) clothing and a hat.

- Allow workers to take regular breaks from the sun. Loosen or remove clothing that restricts cooling.

- Watch workers for symptoms of heat-related illness. This is especially important for non-acclimatized workers, those returning from vacations and for all workers during heat-wave events.

- If exertion causes someone's heart to pound or makes them gasp for breath, become lightheaded, confused, weak or faint, they should STOP all activity and get into a cool area or at least into the shade, and rest.

The two major heat-related illnesses are heat exhaustion and heat stroke. Heat exhaustion, if untreated, may progress to deadly heat stroke. **Heat stroke is very dangerous and frequently fatal.** If workers show symptoms, *always take this seriously* and have them take a break and cool down before returning to work. *Stay with them*. If symptoms worsen or the worker does not recover within about 15 minutes, call 911 and have them transported and medically evaluated. *Do not delay transport.*

Heat Stroke or Heat Exhaustion?

How <u>do</u> you tell the difference?

The telling difference is mental confusion or disorientation in ALL heat stroke victims

You can ask these 3 questions: What is your name? What day is this? Where are we?

If a worker can't answer these questions, assume it is heat stroke.

What are the symptoms of heat exhaustion and heat stroke?

Heat Exhaustion	Heat Stroke
• Heavy sweating • Exhaustion, weakness • Fainting / Lightheadedness • Paleness • Headache • Clumsiness, dizziness • Nausea or vomiting • Irritability	• Sweating may or may not be present • Red or flushed, hot dry skin • Any symptom of heat exhaustion but more severe • Confusion / Bizarre behavior • Convulsions before or during cooling • Collapse • Panting/rapid breathing • Rapid, weak pulse • Note: May resemble a heart attack

What do you do if someone is suffering from heat exhaustion or heat stroke?

Heat Exhaustion	Heat Stroke (medical emergency)
• Move the worker to a cool, shaded area to rest; **do not leave them alone.** • Loosen and remove heavy clothing that restricts evaporative cooling. • Give cool water to drink, about a cup every 15 minutes. • Fan the worker, spray with cool water, or apply a wet cloth to their skin to increase evaporative cooling. • Recovery should be rapid. Call 911 if they do not feel better in a few minutes. • Do not further expose the worker to heat that day. Have them rest and continue to drink cool water or electrolyte drinks.	• Get medical help immediately, call 911 and transport as soon as possible. • Move the worker to a cool, shaded area and remove clothing that restricts cooling. • Seconds count – Cool the worker rapidly using whatever methods you can. For example, immerse the worker in a tub of cool water; place the worker in a cool shower; spray the worker with cool water from a garden hose; sponge the worker with cool water; or, if the humidity is low, wrap the worker in a cool, wet sheet and fan them vigorously. Continue cooling until medical help arrives. • If emergency medical personnel are delayed, call the hospital emergency room for further instruction. • Do not give the worker water to drink until instructed by medical personnel.

HEAT STRESS CHECK LIST

- Does the worksite have temperature extremes (above 85 degrees in higher humidity, above 90-95 degrees in lower humidity) that may cause heat stress?

- Do employees do heavy labor or wear heavy protective clothing? (increases heat stress conditions)

- Do employees have access to adequate drinking water at all times?

- Are employees allowed work breaks during prolonged heavy labor?

- Do workers have access to shade during breaks?

- Have employees been trained on the symptoms of heat-related illness (heat exhaustion and heat stroke) ?

- Are employees trained on first aid measures for heat-related illness?

CONFINED SPACES

Fatalities and injuries constantly occur among construction workers who, during the course of their jobs, are required to enter confined spaces. In some circumstances, these workers are exposed to multiple hazards, any of which may cause bodily injury, illness, or death. Workers are injured and killed from a variety of atmospheric factors and physical agents.

The construction standard (WAC 296-155) requires that companies follow WAC 296-809, when working in confined spaces. There is an exception for work on sewer systems under construction.

Employers must consult with employees and their authorized representatives on the development and implementation of all aspects of the permit required confined space entry program required by the Confined Space Standard, (WAC 296-809).

All information required by the Confined Space Standard must be available to employees affected by the standard (or their authorized representatives).

You must first determine if you have any confined space situations. A confined space has three characteristics; it must have **all three** characteristics to be considered a confined space:

1. Large enough to get your body entirely inside to do your work
2. Not designed or intended for continuous occupation
3. Restricted entry or exit

If you do have any confined spaces, you must not enter them until you have carefully evaluated the hazards inside to determine what type of entry procedure may be used for each confined space you have:

- Non-permit-required confined space (NPRCS)
- Permit-required confined space (PRCS)
- Alternate Entry

Please search https://lni.wa.gov/safety-health/preventing-injuries-illnesses/create-a-safety-program/

WILDFIRE SMOKE TRAINING AND RESPONSE PLAN

The Kittitas Reclamation District is committed to protecting our employees that may be exposed to wildfire smoke hazards working in the outdoors.

Policy Statement

Purpose: The purpose of this addendum is to protect employees who are exposed to wildfire smoke and ensure compliance with the Wildfire Smoke Exposure rule, WAC 296 – 820 – 805 and WAC 296 – 307 – 098. Employees with only incidental exposure to of $PM_{2.5}$ 20.5 µg/m^3 for one hour or less during a shift are not required to follow this policy.

Scope: The following requirements apply to all work performed outdoor, including:

- Enclosed structures with open windows, doors, bays, or other exterior openings, and
- Vehicles with open doors, windows, or other external openings or without properly maintained cabin air filters.

*Employees with only incidental exposure to of $PM_{2.5}$ 20.5 µg/m^3 for one hour or less during a shift are not required to follow this policy.

Wildfire smoke exposure will be measured by the concentration of particulate matter with an aerodynamic diameter of 2.5 micrometers or smaller ($PM_{2.5}$). Concentration is measured in micrograms per meter cubed (µg/m3) by the Washington Department of Ecology's website or mobile app, U.S. EPA website or mobile app.

The following concentrations will trigger the requirements of this policy as specified:

$PM_{2.5}$ Concentration	Air Quality Index (AQI)	Required
20.5 µg/m^3	69	I. Hazard Evaluation II. Hazard Communication V. Training VI. Symptom Response
35.5 µg/m^3	101	*All the above, and* III. Preventative Actions when IV. Respiratory Protection Make N95s available
250.5 µg/m^3	301	*All the above, and* • Distribute N95s • Move symptomatic employees to area with clean air

500.4 µg/m^3	500	*All the above, and* • Remove employees from outdoor work, or • Require respiratory protection with an APF of 10 or greater
555 µg/m^3	Beyond the AQI	*All the above, and* • Remove employees from outdoor work, or • Require respiratory protection with an APF of 25 or greater

For clarity and conciseness, we will use AQI to describe the level of $PM_{2.5}$ concentration for the remainder of this policy.

Responsibilities

Employees are responsible to comply with this wildfire smoke exposure mitigation policy and to monitor their own health and personal risk factors. Employees are encouraged to communicate with the Field Supervisor when wildfire smoke hazards increase at the worksite. Employees experiencing injury or illness due to wildfire smoke exposure are encouraged to notify their supervisor and seek medical treatment.

The Field Supervisor is responsible for the safety of their employees and as a part of their daily duties must check the workplace for unsafe conditions, monitor the health and safety of employees, and take prompt action in response to any identified wildfire smoke-related hazards. The Field Supervisor are our primary method of communication. They are responsible to alert employees when air quality becomes unhealthy and tend to employees reporting adverse health effects.

Management is responsible for maintaining this wildfire smoke exposure mitigation policy.

I. Hazard Evaluation

Particulate matter found in wildfire smoke may cause adverse biological reactions. Sensitive groups may be more susceptible to the hazards of wildfire smoke at lower concentrations (20.5 µg/m^3). A full list of symptoms and sensitive groups are located in the training curriculum in Appendix A.

Assistant Manager Kevin Eslinger and Field Supervisor Bob Main will monitor air quality prior to each shift when applicable and throughout the day and notify employees.

II. Hazard Communication

Error! Reference source not found.Error! Reference source not found. will communicate the air qu ality to employees when they receive notification of:

- two readings of an AQI of 69 or higher, or
- a single reading of an AQI of 101.

Communication will be in the language best understood by the employee. Communication will be in person or by cell phone. Employees will be encouraged to inform Field **Error! Reference source not found.** of wildfire smoke hazards using the same method of communication.

III. Preventative Actions *recommended with AQI of 69+ and required with AQI 101+

Error! Reference source not found. will first attempt to eliminate the hazard by:

- ☐ Providing enclosed buildings, structures, or vehicles with air is adequately filtered:
    1. KRD Office, located at 315 N. Water St. Ellensburg WA
    2. KRD Shop, 301 S. Main, Kittitas WA
- ☐ Providing HEPA filters in enclosed areas;
- ☐ Relocating work to a location with lower ambient air concentration of $PM_{2.5}$;
- ☐ Rescheduling work to a time with lower ambient air concentration of $PM_{2.5}$;
- ☐ Reducing work intensity by:
- ☐ Providing additional rest periods.

IV.Respiratory Protection

If the above prevention measures are not possible, we will provide NIOSH approved respirators for voluntary use at no cost to employees according to the following schedule:

AQI	Respirator	Distribution
69 - 100	N95s encouraged but not required	made available to employees at:
101 - 300	N95s	distributed directly or made available to employees at:
301 - 499	N95s	distributed directly to employees

All employees will be trained with the information in Appendix A prior to respiratory protection use.
*There are additional requirements for rubber facepiece respirators.

If the AQI exceeds the above respiratory protection distribution schedule, we will discontinue outside work.

require employees to wear a respirator according to the following schedule and follow our respiratory protection policy:

AQI	Respirator Required
500	a) N95 or other half-mask air purifying respirator with P100 filters, or b) any respirator with an assigned protection factor of 10 or more and P100 filters. *This is not required for incidental exposure of 15 minutes or less in a 24-hour period.

Beyond the AQI	a) loose-fitting powered air-purifying respirator, b) full-facepiece air-purifying respirator, c) full-facepiece powered air-purifying respirator, or d) other respirator with an assigned protection factor of 25 or more

Only the following employees are authorized to continue work when the AQI exceeds 499:

N95 respirators must not be cleaned, repaired, or shared. They will be disposed of and replaced when they become dirty, damaged, or difficult to breathe through.

V. Training

Prior to working in outdoor environments with an AQI of 69 or higher and annually thereafter, all employees and supervisors must be trained on the in the language readily understood by the employee or supervisor:

a) The health effects of wildfire smoke;
b) The importance of reporting symptoms of wildfire smoke exposure;
c) The employee's right to obtain medical attention without fear of reprisal;
d) The requirements of WAC 296 – 820 – 80505 and WAC 296 – 307 – 09805;
e) The content of this response plan including:
    a. How we obtain the current AQI;
    b. Our preventative actions;
    c. Our exposure symptom response procedures;
f) How the employee can obtain the current AQI; and
g) Respiratory protection.

Supervisors will receive additional training prior to supervising employees affected by this policy on the following:

a) Procedures the supervisor must follow to implement the applicable provisions in this policy;
b) Procedures the supervisor must follow if an employee exhibits adverse symptoms from wildfire smoke exposure, including appropriate emergency response procedures; and
c) Procedures for transporting employees to an emergency medical service provider if necessary.

Training material is in Appendix A.

VI. Symptom Response

In the event an employee experiences adverse symptoms due to wildfire smoke, the Kittitas Reclamation District encourages prompt medical attention. Employees should notify their supervisors. Supervisors will monitor employees displaying symptoms of wildfire smoke exposure to determine if medical attention is necessary. Supervisors can transport those employees to a medical treatment facility. Our local facilities are below:

Name	Address	Phone
KVH Hospital	603 S Chestnut St, Ellensburg, WA 98926	(509) 962-9841
Kittitas Valley Urgent Care	702 East Mountain View Ave Suite 1, Ellensburg, WA 98926	(509) 968-5273
KVH Family Medicine-Cle Elum	201 Alpha Way, Cle Elum, WA 98922	(509) 674-5331

Supervisors must be aware of the location of the worksite and must be able to effectively communicate that location to emergency services.

Supervisors must reduce exposure to employees exhibiting symptoms by:

- Reducing work intensity;
- Moving them to an area with better air quality; or
- Using exposure controls.

If the AQI is greater than 300, supervisors must move employees exhibiting symptoms to:

- A location where ethe current AQI is less than 69; or
- An enclosed building, or vehicle with HEPA filtration sufficient for the volume of space.

Appendix A. Training – Wildfire Smoke

This training fulfills the requirements of WAC 296 – 820 – 805 and WAC 296 – 307 – 098.

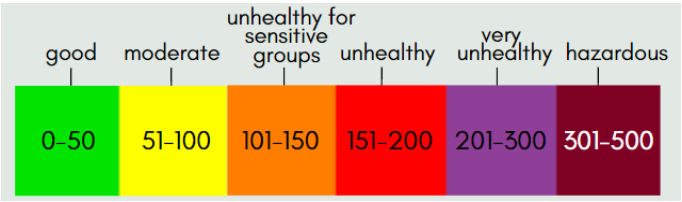
Wildfire smoke is made up of a mixture of hazardous air pollutants like gases, vapors, and mostly fine particulate matter called $PM_{2.5}$. Inhaling wildfire smoke may cause adverse health effects like cardiovascular disease, respiratory disease, cancer, and harm to the nervous system. It may irritate the eyes and lungs, reduce lung function, cause heart failure and early death. The following may be symptoms due to wildfire smoke exposure:

- Coughing
- Difficulty breathing
- Wheezing
- Runny nose
- Sore throat
- Sinus pain or pressure
- Phlegm
- Fast or irregular heartbeat
- Headache, scratchy irritated eyes, fatigue or tiredness

The following symptoms require immediate medical attention:

- Asthma attack
- Nausea or vomiting
- Signs of a heart attack
  - Chest pain or discomfort
  - Feeling of weakness, light-headed, faint, or dizziness
  - Pain or discomfort in jaw, neck, or back
  - Pain or discomfort in one or both arms or shoulders
  - Shortness of breath, particularly when accompanied by greater use of accessory muscles
- Signs of stroke:
  - Sudden numbness or weakness in face, arm, or leg, especially speech
  - Sudden trouble seeing
  - Sudden confusion, trouble speaking, or difficulty understanding,
  - Sudden trouble walking, dizziness, loss of balance, or lack of coordination
  - Sudden severe headache without a known cause

People who may be considered in a sensitive group may have an increased risk of adverse health effects. Sensitive groups include:



- Outdoor workers
- People with lung diseases
- People with respiratory infections
- People who are pregnant
- Children under the age of 18
- Adults over the age of 65
- People with existing heart or circulatory problems
- People with diabetes
- People with other medical or health conditions
- Tribal or indigenous people
- People with low income

As with all workplace injuries or illnesses, you have the right to seek medical attention without fear of retaliation. Please report symptoms to the Field Supervisor or Assistant Manager immediately. Additionally, please report worsening conditions and any issues with availability of supplies or equipment used to reduce exposure to wildfire smoke.

Hazard assessment

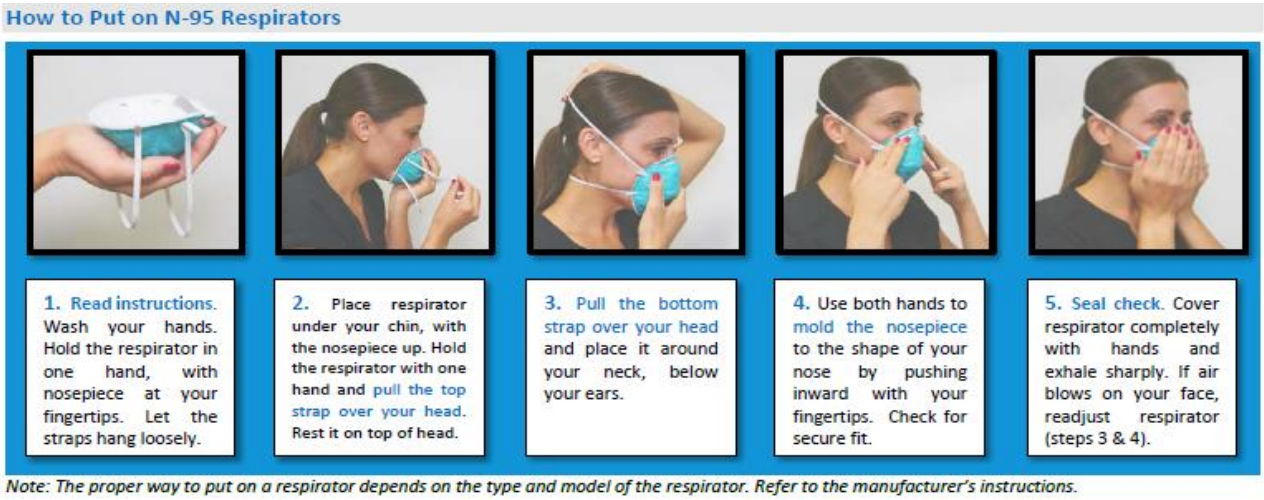
We will monitor air quality using the Washington Department of Ecology's website or mobile app and will alert employees when air quality reaches unhealthy level though the Field Supervisor or Assistant Manager. Unhealthy levels may begin at an air quality index (AQI) of 69 for sensitive people. Employees may also monitor air quality using the following chart at Airnow.gov.

Hazard response

We will first try eliminating the hazard of wildfire smoke by rescheduling or relocating work to a time or place with a better air quality rating. If this is not possible, we will provide respiratory protection at no cost. When air quality is beyond the chart, respirators are required to continue work. Additional respiratory protection training will be provided in this instance.

Respiratory protection

Respirators protect workers from hazardous airborne contaminants; however, they have limitations. They must be properly sealed to be effective and cannot be used for all air contaminants. We provide N95 respirators at . These respirators only protect against particles. They do not protect against gases, vapors, or oxygen deficient atmospheres. Please keep track of your own respirator and dispose of it at the end of each shift or immediately if you have trouble breathing.



Note: The proper way to put on a respirator depends on the type and model of the respirator. Refer to the manufacturer's instructions.

Respirators are not effective if they are not properly fitted. While wearing a respirator provided protection from wildfire smoke, it increases breathing resistance. If you are concerned about the health effects of using a respirator, talk to your doctor. If you experience any adverse reactions while wearing a respirator, go to an area with clean air, remove the respirator, and get help. Do not clean, repair, or share your N95 respirator. Dispose of it and get a new one if it becomes difficult to breathe through.

Acknowledgment of Receipt and Understanding of KRD's Accident Prevention Policy

Please read and initial the statements below:

_____ I have received a personal copy of the **KRD's Accident Prevention Policy**.

_____ I acknowledge that I have read and understand the **KRD's Accident Prevention Policy**. I understand it is my responsibility to comply with all safety rules, guidelines, and practices described in this document, as well as any additional instructions provided by my supervisor or management.

_____ I understand that failure to follow these safety policies may result in disciplinary action, up to and including termination of employment.

_____ I am aware that there is a copy of the KRD's Accident Prevention Policy located in KRD's Maintenance shop in Kittitas, WA.

By signing below, I confirm that I have had the opportunity to ask questions about the safety policies and that I agree to follow them to ensure a safe and healthy workplace for myself and others.

Employee Name (Print): _____

Employee Signature: _____

Date: _____

APPENDIXES

Job Orientation Guide

Company:	*Kittitas Reclamation District*	Employee:	*(Enter Employee Name*
Trainer:	*Bob Main*	Hire Date:	*(Enter Employee's Hire Date)*
Date	*(Enter Date of Orientation)*	Position:	*(Enter Employee's Job Title)*

This checklist is a guideline for conducting employee safety orientations for employees new to *(Customize by adding the name of your company)*. Once completed and signed by both supervisor and employee, it serves as documentation that orientation has taken place.

		Date	Initials
1.	Explain the company safety program, including:		
	Orientation	_____	_____
	On-the-job training	_____	_____
	Safety meetings	_____	_____
	Incident investigation	_____	_____
	Disciplinary action	_____	_____
2.	Use and care of personal protective equipment (Hard hat, fall protection, eye protection, etc.)	_____	_____
3.	Line of communication and responsibility for immediately reporting injuries.		
	A. When to report an injury	_____	_____
	B. How to report an injury	_____	_____
	C. Who to report an injury to	_____	_____
	D. Filling out incident report forms	_____	_____
4.	General overview of operation, procedures, methods and hazards as they relate to the specific job	_____	_____
5.	Pertinent safety rules of the company and WISHA	_____	_____
6.	First aid supplies, equipment and training		
	A. Obtaining treatment	_____	_____
	B. Location of Facilities	_____	_____
	C. Location and names of First-aid trained personnel	_____	_____
7.	Emergency plan		
	A. Exit location and evacuation routes	_____	_____
	B. Use of fire fighting equipment (extinguishers, hose)	_____	_____
	C. Specific procedures (medical, chemical, etc.)	_____	_____
8.	Vehicle safety	_____	_____
9.	Personal work habits		
	A. Serious consequences of horseplay	_____	_____
	B. Fighting	_____	_____
	C. Inattention	_____	_____
	D. Smoking policy	_____	_____
	E. Good housekeeping practices	_____	_____
	F. Proper lifting techniques	_____	_____

NOTE TO EMPLOYEES: Do not sign unless ALL items are covered and ALL questions are satisfactorily answered.

The signatures below document that the appropriate elements have been discussed to the satisfaction of both parties, and that both the supervisor and the employee accept responsibility for maintaining a safe and healthful work environment.

Date: _____ Supervisor's Signature: _____

Date: _____ Employee's Signature: _____

Employee's Report of Injury Form

Instructions: Your employees may use this form to report all work related injuries, illnesses, or "near miss" events (which could have caused an injury or illness) – *no matter how minor*. This helps you to identify and correct hazards before they cause serious injuries. This form should be completed by employees as soon as possible and given to a supervisor for further action.

I am reporting a work related: ❑ Injury ❑ Illness ❑ Near miss	
Your Name:	
Job title:	
Supervisor:	
Have you told your supervisor about this injury/near miss? ❑ Yes ❑ No	
Date of injury/near miss:	Time of injury/near miss:
Names of witnesses (if any):	
Where, exactly, did it happen?	
What were you doing at the time?	
Describe step by step what led up to the injury/near miss. (continue on the back if necessary):	
What could have been done to prevent this injury/near miss?	
What parts of your body were injured? If a near miss, how could you have been hurt?	
Did you see a doctor about this injury/illness? ❑ Yes ❑ No	
If yes, whom did you see?	Doctor's phone number:
Date:	Time:
Has this part of your body been injured before? ❑ Yes ❑ No	
If yes, when?	Employer:

Your signature (optional):	Date:

Incident Investigation Report Form

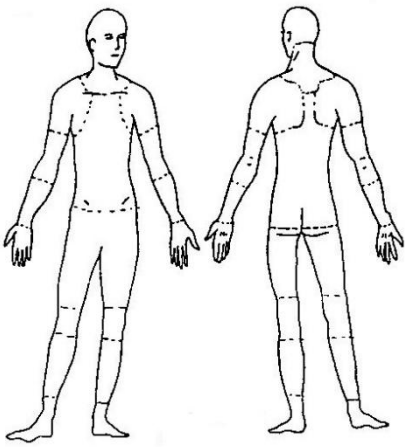
Instructions: Complete this form as soon as possible after an incident that results in serious injury or illness. (Optional: Use to investigate a minor injury or near miss that *could have resulted in a serious injury or illness*.)

This is a report of a: ❑ Death ❑ Lost Time ❑ Dr. Visit Only ❑ First Aid Only ❑ Near Miss	
Date of incident:	This report is made by: ❑ Employee ❑ Supervisor ❑ Team ❑ Final Report

Step 1: Injured employee (complete this part for each injured employee)

Name:	Sex: ❑ Male ❑ Female	Age:
Department:	Job title at time of incident:	

Part of body affected: (shade all that apply)



Nature of injury: (most serious one)

- ❑ Abrasion, scrapes
- ❑ Amputation
- ❑ Broken bone
- ❑ Bruise
- ❑ Burn (heat)
- ❑ Burn (chemical)
- ❑ Concussion (to the head)
- ❑ Crushing Injury
- ❑ Cut, laceration, puncture
- ❑ Hernia
- ❑ Illness
- ❑ Sprain, strain
- ❑ Damage to a body system: (e.g.: nervous, respiratory, or circulatory systems)
- ❑ Other _____

This employee works:

- ❑ Regular full time
- ❑ Regular part time
- ❑ Seasonal
- ❑ Temporary

Months with this employer

Months doing this job:

Step 2: Describe the incident

Exact location of the incident:	Exact time:

What part of employee's workday? ❑ Entering or leaving work ❑ Doing normal work activities

❑ During meal period ❑ During break ❑ Working overtime ❑ Other

Names of witnesses (if any):

Number of attachments:	Written witness statements:	Photographs:	Maps / drawings:

What personal protective equipment was being used (if any)?

Describe, step-by-step the events that led up to the injury. Include names of any machines, parts, objects, tools, materials and other important details.

Description continued on attached sheets: ❑

Step 3: Why did the incident happen?

Unsafe workplace conditions: (Check all that apply)	Unsafe acts by people: (Check all that apply)
❑ Inadequate guard	❑ Operating without permission
❑ Unguarded hazard	❑ Operating at unsafe speed
❑ Safety device is defective	❑ Servicing equipment that has power to it
❑ Tool or equipment defective	❑ Making a safety device inoperative
❑ Workstation layout is hazardous	❑ Using defective equipment
❑ Unsafe lighting	❑ Using equipment in an unapproved way
❑ Unsafe ventilation	❑ Unsafe lifting by hand
❑ Lack of needed personal protective equipment	❑ Taking an unsafe position or posture
❑ Lack of appropriate equipment / tools	❑ Distraction, teasing, horseplay
❑ Unsafe clothing	❑ Failure to wear personal protective equipment
❑ No training or insufficient training	❑ Failure to use the available equipment / tools
❑ Other: _____	❑ Other: _____

Why did the unsafe conditions exist?

Why did the unsafe acts occur?

Is there a reward (such as “the job can be done more quickly”, or “the product is less likely to be damaged”) that may have encouraged the unsafe conditions or acts? ❑ Yes ❑ No

If yes, describe:

Were the unsafe acts or conditions reported prior to the incident? ❑ Yes ❑ No

Have there been similar incidents or near misses prior to this one? ❑ Yes ❑ No

Step 4: How can future incidents be prevented?

What changes do you suggest to prevent this injury/near miss from happening again?

❑ Stop this activity ❑ Guard the hazard ❑ Train the employee(s) ❑ Train the supervisor(s)

❑ Redesign task steps ❑ Redesign work station ❑ Write a new policy/rule ❑ Enforce existing policy

❑ Routinely inspect for the hazard ❑ Personal Protective Equipment ❑ Other: _____

What should be (or has been) done to carry out the suggestion(s) checked above?

Description continued on attached sheets: ❑

Step 5: Who completed and reviewed this form? (Please Print)

Written by:	Title:
Department:	Date:

Names of investigation team members:

Reviewed by:	Title: Date:

CREW SAFETY MEETING

Company/Contractor Name		Address
Date	Time	# of employees attending
Subjects discussed		

Minutes:

Crew Leader Comments:

Minutes taken by_____

DATE: _____

TIME: _____

PLACE:

_____

_____

Washington State Department of Labor & Industries
Division of Occupational Safety and Health

Fall Protection Work Plan

WAC 296-155-880-10020: You must develop and implement a written fall protection work plan including each area of the work place where the employees are assigned and where fall hazards of 10 feet or more exist and be available on the job site for inspection by the department.

Kittitas Reclamation District (KRD)	Date
Site Address	

(if additional space is needed, use the back of the sheet)

Identify all fall hazards 10 feet or more above the ground level or lower level. Check all that apply.

- ☐ Open-sided floors
- ☐ Decks/Balconies
- ☐ Floor openings
- ☐ Skylight openings
- ☐ Wall openings
- ☐ Window openings
- ☐ Door openings
- ☐ Roof openingsv
- ☐ Leading edge work
- ☐ Mobile lift work

Methods of fall protection to be used: (LSO = Low Slopes Only. Low Slopes = 4 x 12 or less)

- ☐ Guardrail system (LSO)
- ☐ Warning line System (LSO)
- ☐ Catch platform
- ☐ Safety net
- ☐ Covers
- ☐ Personal fall arrest system
- ☐ Personal fall restraint system
- ☐ Positioning device system
- ☐ Horizontal life lines
- ☐ Vertical life lines & rope grab
- ☐ Safety watch system (LSO)
- ☐ Warning line w/ safety monitor (LSO)

Name of safety watch or monitor (if used): _____

Overhead Hazard Protection Methods

- ☐ Hard Hats
- ☐ Overhead Hazard Signs
- ☐ Debris Nets
- ☐ Other: _____
- ☐ Toe boards on Guardrails
- ☐ Screens on Guardrails
- ☐ Barricade to control Access to Area
- ☐ Other: _____

Describe procedures for assembly, maintenance, inspection, disassembly of fall protection system to be used.

_____

_____

Describe procedures for handling, storage, and securing tools, equipment, and materials.

Describe methods of overhead protection for workers who may be in, or pass through work area.

Describe methods to be implemented for prompt, safe removal of injured worker(s).

Employees who received fall protection training on the above site specific fall protection work plan.

Name(s):	Date:

The competent person's signature verifies that the fall protection work plan has been done, the employees informed of the plan and that employees have received training in the fall protection systems in use:

Name	Title	Date

Safety Belt, Harness and Lanyard Inspection and Maintenance

I. ANSI Classification:

Class II	Chest harness – used for restraint purposes (NOT for vertical free fall hazards).
Class III	Full body harness – used for fall arrest purposes. Can also be used for fall restraint.
Class IV	Suspension/position belt – used to suspend or support the worker. If a fall arrest hazard exists this must be supplemented by use of a safety harness.

II. Inspection Guidelines:
To maintain their service life and high performance, all belts and harnesses must be inspected prior to each use for mildew, wear, damage and other deteriorations. Visual inspection before each use is just common sense. Periodic tests by a trained inspector for wear, damage or corrosion should be part of the safety program. Inspect your equipment daily and replace it if any of the defective conditions in this manual are found.

Lanyard inspection:

When inspecting lanyards, begin at one end and work to the opposite end. Slowly rotate the lanyard so that the entire circumference is checked. Spliced ends require particular attention. Hardware should be examined under procedures also detailed below, i.e., Snaps, Dee Ring, and Thimbles.

1. Steel

   While rotating the steel lanyard, watch for cuts, frayed areas, or unusual wearing patterns on the wire. Broken strands will separate from the body of the lanyards.

2. Webbing

   While bending webbing over a pipe or mandrel, observe each side of the webbed lanyard. This will reveal any cuts or breaks. Swelling, discolorations, cracks, and charring are obvious signs of chemical or heat damage. Observe closely for any breaks in stitching.

3. Rope

   Rotation of the rope lanyard while inspecting from end to end will bring to light any fuzzy, worn, broken, or cut fibers. Weakened areas from extreme loads will appear as a noticeable change in original diameter. The rope diameter should be uniform throughout, following a short break-in-period.

FALL PROTECTION TRAINING GUIDE FOR EMPLOYEES

Fall Protection System Considerations

Below are guidelines for worker protection where fall arrest or fall restraint systems are used. Some of this material may be suitable for adding to the written fall protection work plan specified in WAC 296-880-10020. Also reference WAC 296-880-40080, Personal Fall Arrest System.

1. Selection and use considerations:

   The kind of personal fall arrest system selected should match the particular work situation, and any possible free fall distance should be kept to a minimum. Consideration should be given to the particular work environment. For example, the presence of acids, dirt, moisture, oil, grease, etc., and their effect on the system, should be evaluated. Hot or cold environments may also have an adverse affect on the system. Wire rope should not be used where an electrical hazard is anticipated. As required by the standard, the employer must plan to have means available to promptly rescue an employee should a fall occur, since the suspended employee may not be able to reach a work level independently.

   Where lanyards, connectors, and lifelines are subject to damage by work operations such as welding, chemical cleaning, and sandblasting, the component should be protected, or other securing systems should be used. The employer should fully evaluate the work conditions and environment (including seasonal weather changes) before selecting the appropriate personal fall protection system. Once in use, the system's effectiveness should be monitored. In some cases, a program for cleaning and maintenance of the system may be necessary.

2. Testing considerations:

   Before purchasing or putting into use a personal fall arrest system, an employer should obtain from the supplier information about the system based on its performance during testing so that the employer can know if the system meets this standard. Testing should be done using recognized test methods. WAC 296-880-40080, contains test methods recognized for evaluating the performance of fall arrest systems. Not all systems may need to be individually tested; the performance of some systems may be based on data and calculations derived from testing of similar systems, provided that enough information is available to demonstrate similarity of function and design.

3. Component compatibility considerations:

   Ideally, a personal fall arrest system is designed, tested, and supplied as a complete system. However, it is common practice for lanyards, connectors, lifelines, deceleration devices, and body harnesses to be interchanged since some components wear out before others. The employer and employee should realize that not all components are interchangeable. For instance, a lanyard should not be connected between a body harness and a deceleration device of the self-retracting type since this can result in additional free fall for which the system was not designed. Any substitution or change to a personal fall arrest system should be fully evaluated or tested by a competent person to determine that it meets the standard, before the modified system is put in use.

Fall Protection System Considerations cont'd

4. Employee training considerations:

Thorough employee training in the selection and use of personal fall arrest systems is imperative. As stated in the standard, before the equipment is used, employees must be trained in the safe use of the system. This should include the following: Application limits; proper anchoring and tie-off techniques; estimation of free fall distance, including determination of deceleration distance, and total fall distance to prevent striking a lower level; methods of use; and inspection and storage of the system. Careless or improper use of the equipment can result in serious injury or death. Employers and employees should become familiar with this material, as well as manufacturer's recommendations, before a system is used. Of uppermost importance is the reduction in strength caused by certain tie-offs (such as using knots, tying around sharp edges, etc.) and maximum permitted free fall distance. Also, to be stressed are the importance of inspections prior to use, the limitations of the equipment, and unique conditions at the worksite which may be important in determining the type of system to use.

5. Instruction considerations:

Employers should obtain comprehensive instructions from the supplier as to the system's proper use and application, including, where applicable:

a. The force measured during the sample force test;
b. The maximum elongation measured for lanyards during the force test;
c. The deceleration distance measured for deceleration devices during the force test;
d. Caution statements on critical use limitations;
e. Application limits;
f. Proper hook-up, anchoring and tie-off techniques, including the proper dee-ring or other attachment point to use on the body harness for fall arrest;
g. Proper climbing techniques;
h. Methods of inspection, use, cleaning, and storage; and
i. Specific lifelines that may be used. This information should be provided to employees during training.

6. Inspection considerations:

Personal fall arrest systems must be regularly inspected. Any component with any significant defect, such as cuts, tears, abrasions, mold, or undue stretching; alterations or additions which might affect its efficiency; damage due to deterioration; contact with fire, acids, or other corrosives; distorted hooks or faulty hook springs; tongues unfitted to the shoulder of buckles; loose or damaged mountings; nonfunctioning parts; or wearing or internal deterioration in the ropes must be withdrawn from service immediately, and should be tagged or marked as unusable, or destroyed.

Fall Protection System Considerations cont'd

7. Rescue considerations:

   When personal fall arrest systems are used, the employer must assure that employees can be promptly rescued or can rescue themselves should a fall occur. The availability of rescue personnel, ladders or other rescue equipment should be evaluated. In some situations, equipment that allows employees to rescue themselves after the fall has been arrested may be desirable, such as devices that have descent capability.

8. Tie-off considerations:

   a. One of the most important aspects of personal fall protection systems is fully planning the system before it is put into use. Probably the most overlooked component is planning for suitable anchorage points. Such planning should ideally be done before the structure or building is constructed so that anchorage points can be incorporated during construction for use later for window cleaning or other building maintenance. If properly planned, these anchorage points may be used during construction, as well as afterwards.

   b. Employers and employees should at all times be aware that the strength of a personal fall arrest system is based on its being attached to an anchoring system which does not significantly reduce the strength of the system (such as a properly dimensioned eye-bolt/snap-hook anchorage). Therefore, if a means of attachment is used that will reduce the strength of the system, that component should be replaced by a stronger one, but one that will also maintain the appropriate maximum arrest force characteristics.

   c. Tie-off using a knot in a rope lanyard or lifeline (at any location) can reduce the lifeline or lanyard strength by 50 percent or more. Therefore, a stronger lanyard or lifeline should be used to compensate for the weakening effect of the knot, or the lanyard length should be reduced (or the tie-off location raised) to minimize free fall distance, or the lanyard or lifeline should be replaced by one which has an appropriately incorporated connector to eliminate the need for a knot.

   d. Tie-off of a rope lanyard or lifeline around an "H" or "I" beam or similar support can reduce its strength as much as 70 percent due to the cutting action of the beam edges. Therefore, a webbing lanyard or wire core lifeline should be used around the beam; or the lanyard or lifeline should be protected from the edge; or free fall distance should be greatly minimized.

Fall Protection System Considerations cont'd

e. Tie-off where the line passes over or around rough or sharp surfaces reduces strength drastically. Such a tie-off should be avoided or an alternative tie-off rigging should be used. Such alternatives may include use of a snap-hook/dee-ring connection, wire rope tie-off, an effective padding of the surfaces, or an abrasion-resistance strap around or over the problem surface.

f. Horizontal lifelines may, depending on their geometry and angle of sag, be subjected to greater loads than the impact load imposed by an attached component. When the angle of horizontal lifeline sag is less than 30 degrees, the impact force imparted to the lifeline by an attached lanyard is greatly amplified. For example, with a sag angle of 15 degrees, the force amplification is about 2:1 and at 5 degrees sag, it is about 6:1. Depending on the angle of sag, and the line's elasticity, the strength of the horizontal lifeline and the anchorages to which it is attached should be increased a number of times over that of the lanyard. Extreme care should be taken in considering a horizontal lifeline for multiple tie-offs. The reason for this is that in multiple tie-offs to a horizontal lifeline, if one employee falls, the movement of the falling employee and the horizontal lifeline during arrest of the fall may cause other employees to also fall. Horizontal lifeline and anchorage strength should be increased for each additional employee to be tied-off. For these and other reasons, the design of systems using horizontal lifelines must only be done by qualified persons. Testing of installed lifelines and anchors prior to use is recommended.

g. The strength of an eye-bolt is rated along the axis of the bolt and its strength is greatly reduced if the force is applied at an angle to this axis (in the direction of shear). Also, care should be exercised in selecting the proper diameter of the eye to avoid accidental disengagement of snap-hooks not designed to be compatible for the connection.

h. Due to the significant reduction in the strength of the lifeline/lanyard (in some cases, as much as a 70 percent reduction), the sliding hitch knot should not be used for lifeline/lanyard connections except in emergency situations where no other available system is practical. The "one-and-one" sliding hitch knot should never be used because it is unreliable in stopping a fall. The "two-and-two," or "three-and-three" knot (preferable), may be used in emergency situations; however, care should be taken to limit free fall distance to a minimum because of reduced lifeline/lanyard strength.

9. Vertical lifeline considerations.

As required by the standard, each employee must have a separate lifeline when the lifeline is vertical. The reason for this is that in multiple tie-offs to a single lifeline, if one employee falls, the movement of the lifeline during the arrest of the fall may pull other employees' lanyards, causing them to fall as well.

Fall Protection System Considerations cont'd

10. Snap-hook considerations:

    a. Required by this standard for all connections, locking snap-hooks incorporate a positive locking mechanism in addition to the spring loaded keeper, which will not allow the keeper to open under moderate pressure without someone first releasing the mechanism. Such a feature, properly designed, effectively prevents roll-out from occurring.

    b. The following connections must be avoided (unless properly designed locking snap-hooks are used) because they are conditions which can result in roll-out when a nonlocking snap-hook is used:

    - Direct connection of a snap-hook to a horizontal lifeline.
    - Two (or more) snap-hooks connected to one dee-ring.
    - Two snap-hooks connected to each other.
    - A snap-hook connected back on its integral lanyard.
    - A snap-hook connected to a webbing loop or webbing lanyard.
    - Improper dimensions of the dee-ring, rebar, or other connection point in relation to the snap-hook dimensions which would allow the snap-hook keeper to be depressed by a turning motion of the snap-hook.

11. Free fall considerations:

    The employer and employee should at all times be aware that a system's maximum arresting force is evaluated under normal use conditions established by the manufacturer, and in no case using a free fall distance in excess of 6 feet (1.8 m). A few extra feet of free fall can significantly increase the arresting force on the employee, possibly to the point of causing injury. Because of this, the free fall distance should be kept at a minimum, and, as required by the standard, in no case greater than 6 feet (1.8 m). To help assure this, the tie-off attachment point to the lifeline or anchor should be located at or above the connection point of the fall arrest equipment to harness. (Since otherwise additional free fall distance is added to the length of the connecting means (i.e. lanyard).) Attaching to the working surface will often result in a free fall greater than 6 feet (1.8 m). For instance, if a 6-foot (1.8 m) lanyard is used, the total free fall distance will be the distance from the working level to the body harness attachment point plus the 6 feet (1.8 m) of lanyard length. Another important consideration is that the arresting force that the fall system must withstand also goes up with greater distances of free fall, possibly exceeding the strength of the system.

Fall Protection System Considerations cont'd

12. Elongation and deceleration distance considerations.

    Other factors involved in a proper tie-off are elongation and deceleration distance. During the arresting of a fall, a lanyard will experience a length of stretching or elongation, whereas activation of a deceleration device will result in a certain stopping distance. These distances should be available with the lanyard or device's instructions and must be added to the free fall distance to arrive at the total fall distance before an employee is fully stopped. The additional stopping distance may be very significant if the lanyard or deceleration device is attached near or at the end of a long lifeline, which may itself add considerable distance due to its own elongation. As required by the standard, sufficient distance to allow for all of these factors must also be maintained between the employee and obstructions below, to prevent an injury due to impact before the system fully arrests the fall. In addition, a minimum of 12 feet (3.7 m) of lifeline should be allowed below the securing point of a rope grab type deceleration device, and the end terminated to prevent the device from sliding off the lifeline. Alternatively, the lifeline should extend to the ground or the next working level below. These measures are suggested to prevent the worker from inadvertently moving past the end of the lifeline and having the rope grab become disengaged from the lifeline.

13. Obstruction considerations:

    The location of the tie-off should also consider the hazard of obstructions in the potential fall path of the employee. Tie-offs that minimize the possibilities of exaggerated swinging should be considered.

14. Other considerations:

    Because of the design of some personal fall arrest systems, additional considerations may be required for proper tie-off. For example, heavy deceleration devices of the self-retracting type should be secured overhead in order to avoid the weight of the device having to be supported by the employee. Also, if self-retracting equipment is connected to a horizontal lifeline, the sag in the lifeline should be minimized to prevent the device from sliding down the lifeline to a position that creates a swing hazard during fall arrest. In all cases, manufacturer's instructions should be followed.

- ☐ **Power lines**: Minimum 10’ clearance / insulate – de-energize, under 50 kw; over 50 kw – refer to Chapter 155
- ☐ **Trench/excavation**: Any trench four feet or must be sloped, shored or braced
- ☐ **Guardrails**: Any opening four feet or more above ground level must be guarded
- ☐ **Standard guardrail**: Top rail = 39” to 45” above working surface. Midrail = halfway between top rail and floor. Toeboard = 4”.
- ☐ **Scaffold**: Fully planked
- ☐ **Scaffold**: Fall protection provided if fall hazards over 10 feet exist
- ☐ **Stairs**: Four or more risers must have handrails
- ☐ **Fall protection**: Any exposure to fall hazards of 4’ or greater must be eliminated by the use of safety harness/belt, lanyard or lifeline, horizontal lines, or cantenary lines. Positive fall restraint/protection must be utilized at all times. Two lanyards may be necessary at the beam/upright traverse points. No exposure at any time is allowed.
- ☐ **Fall protection work plan**: Job specific, in writing; available on-site for all fall hazards above 10’.
- ☐ **Open belts and pulleys, chains and sprockets, points of operation** must be guarded to prevent accidental contact. Air compressors and electric motor pulleys are the most common hazards.
- ☐ **Radial saws**: Cutting head must return easily to start position when released; blade must not extend past the edge of the worktable; off/on switch should be at front of operator’s position.
- ☐ **Table saws**: Upper hood guard; anti-kickback, push stick, belt and pulley guarded
- ☐ **Circular saws**: Blade guard instantly returns to covering position
- ☐ **Never wedge or pin a guard.**
- ☐ **Chain saw**: Ballistic nylon leg protection; eye, ear, face protection; hard hat
- ☐ **Angle grinders**: 180-degree guard required
- ☐ **Ladders**: Extended 36” above landing and secured to prevent displacement
- ☐ **Articulating boomlift**: Safety harness and lanyard at all times
- ☐ **Floor holes/openings**: Covered and secured; be sure no tripping hazards in the area.
- ☐ **Extension cords/electric power tools**: Marked/covered by Assured Grounding Program
- ☐ **Clothing**: Minimum of short sleeve shirts, long pants, and substantial footwear; no recreational shoes
- ☐ **Hard hats**: readily accessible at all times; worn when overhead hazard exists
- ☐ **Oxygen/acetylene storage areas**: Cylinders chained and separated
- ☐ **Personal protective equipment**: Head, eye, ear, respiratory, and leg protection – high visibility vests when required
- ☐ **Housekeeping**: Workers are responsible for their own area of exposure
- ☐ **First aid/fire extinguishers**: Available and readily accessible
- ☐ **First aid trained personnel**: Minimum of one person on-site at all times with first aid CPR training.
- ☐ **Accident Prevention Program**: In written format
- ☐ **Crew Leader Meetings**: At beginning of each job and at least weekly thereafter. Documented
- ☐ **Chemical hazard communication program**

(Customize the self-inspection guide above as needed to tailor it to your business and location.)

Washington State Department of Labor & Industries
Division of Occupational Safety and Health

Construction Checklist - Safety

Employer/Business	Date
Completed By (Name/Title)	

Note: This checklist outlines fundamental requirements and is not inclusive of all safety and health requirements for employers in the construction industry. Other requirements can be found in the Washington Administrative Code (WAC) Chapters 296-24; 296-62; 296-155; 296-800; 296-803; 296-863; 296-869; 296-874; 296-876. Information relevant to these requirements or further assistance can be found on the agency website located at https://lni.wa.gov/safety-health/preventing-injuries-illnesses/create-a-safety-program/

Program Requirements, First Aid, and Housekeeping	**Reference**	**Yes**	**No**	**N/A**
Is the written APP tailored to hazards associated with work operations?	155-110(2)	☐	☐	☐
Are crew leader safety meetings held at the beginning of job and weekly thereafter?	155-110(5)(a)	☐	☐	☐
Are safety meetings tailored to the operations?	155-110(5)(b)	☐	☐	☐
Are safety meetings documented and attendance taken?	155-100(6)(d) & (e)	☐	☐	☐
Are safety walk-around inspections conducted at the beginning of the job and weekly thereafter?	155-110(9)(a)	☐	☐	☐
Are walk-around inspections documented and available for inspection?	155-110(9)(b)	☐	☐	☐
Is there a first aid certified person(s) available onsite at all times and is their certification valid/current?	155-120(1)	☐	☐	☐
Are the crew leaders and supervisors first aid trained?	155-120(2)	☐	☐	☐
Is proper housekeeping maintained at the jobsite?	155-020(1)-(12)	☐	☐	☐

Chemicals/Hazard Communication Globally Harmonized System (GHS)	**Reference**	**Yes**	**No**	**N/A**
Is a written hazard communication program (HCP) and list of all potentially "hazardous chemicals" or substances available on site?	901-14010(1) & 901-14010(1)(a)	☐	☐	☐
Is a Safety Data Sheet (SDS) for each hazardous chemical readily available at the job site for emergencies and routine use?	901-14014(7)	☐	☐	☐
Are all containers of hazardous chemicals labeled properly?	901-14012(6)	☐	☐	☐
Were employees provided with effective information and training about all chemical hazards, necessary safety measures and HCP requirements?	901-14016	☐	☐	☐
Do other on-site employers (e.g., subcontractors) know how to access your SDSs and get information	901-14010(2)	☐	☐	☐

about necessary safety measures and your on-site labeling system?

Personal Protective Equipment (PPE)	Reference	Yes	No	N/A
Are individual hard hats available on site?	155-205(2)	☐	☐	☐
Is eye/face protection worn?	155-215(1)(a)/350(3)	☐	☐	☐
Are short sleeved shirt and long pants worn?	155-200(2)	☐	☐	☐
Is leg protection used during chainsaw usage?	155-211	☐	☐	☐

Ladders	Reference	Yes	No	N/A
Is the ladder in good repair?	876-30005(1)	☐	☐	☐
Are defective ladders tagged out of service and/or removed?	876-30005(4)	☐	☐	☐
Are ladders used for the purpose they were designed?	876-40005(1)	☐	☐	☐
Is the weight of the ladder within the capacity of the ladder rating?	876-40005(2)	☐	☐	☐
Is the ladder set up on a firm level surface or is it secured to prevent displacement?	876-40015(1)(a)	☐	☐	☐
Is the ladder set up at a 4:1 angle?	876-40020(1)	☐	☐	☐
Are workers carrying tools, materials, equipment in a manner that allows the use of both hands?	876-40025(1)	☐	☐	☐
Are workers facing the ladder when ascending/descending?	876-40025(2)	☐	☐	☐
Is the area around top and bottom of ladder free of tripping hazards?	876-40025(4)	☐	☐	☐
Do ladders extend at least 3 feet above the surface being accessed?	876-40030(1)	☐	☐	☐
If ladders don't extend at least 3 feet for persons accessing an upper level, is the top and bottom secure and have other grasping devises been provided?	876-40030(2)	☐	☐	☐
Is the ladder secure at the top and bottom for the person working from the ladder?	876-40040(2)	☐	☐	☐

Fall Protection – Regardless of Height	Reference	Yes	No	N/A
Are employees working above or adjacent to dangerous equipment/machinery?	880-10010(1)	☐	☐	☐
Are there unguarded holes or openings?	880-10010(2)	☐	☐	☐
Are there any impalement hazards?	880-10010(3)	☐	☐	☐

Fall Distances of Four Feet or More	Reference	Yes	No	N/A
Are there unprotected walking or working surfaces?	880-20005(1)	☐	☐	☐
Are employees protected from falls while constructing a leading edge?	880-20005 (1)	☐	☐	☐
Are there unprotected floor openings and/or skylight openings?	880-20005(3)(b)	☐	☐	☐
Are wall openings guarded, where the bottom of the opening is less than 39 inches above the working surface?	880-20005(4)	☐	☐	☐

Are employees protected from falls while placing or tying reinforcing steel on a vertical surface?	880-20005(5)	☐	☐	☐
Are employees protected from falls when working on steep pitch roofs (greater than 4:12)? (includes roofing work)	880-20005(6)	☐	☐	☐
Are employees using fall protection while working on low pitch roof (4:12 or less) (doesn't include roofing or leading edge work)?	880-20005(7)	☐	☐	☐
Are employees using personal fall restraint or positioning device systems while working on hazardous slopes?	880-20005(9)	☐	☐	☐

Fall Distances of Ten Feet or More	**Reference**	**Yes**	**No**	**N/A**
Is there a written fall protection work plan that addresses fall hazards of 10 feet or more? Is it available onsite	880-10020	☐	☐	☐
Are employees protected from falls while on walking working surfaces (not applicable to ramps, runways, inclined walkways)?	880-30005(1)	☐	☐	☐
Since fall protection is required for employees standing in or working in the affected area of a trench or excavation exposed to a fall hazard of ten feet or more – and the employees are not directly involved with the excavation, process or the employees are on the protective system or any other structure in the excavation – do all these employees have fall protection?	880-30005 (1)(d)	☐	☐	☐

Electrical	**Reference**	**Yes**	**No**	**N/A**
Are extension cords with ground pins used?	155-447(6)(f)	☐	☐	☐
Are extension cords free of improper splices?	155-449(7)(b)(iii)	☐	☐	☐
Are multi-outlet J-Boxes waterproof?	155-449(1)(a)(iii)	☐	☐	☐
Are ground-fault circuit interrupters or an assured equipment grounding program used?	155-447(2)(a)(i)	☐	☐	☐
Are strain relief devices used on flexible cords and cables?	155-449(7)(b)(iv)	☐	☐	☐

Guarding Tools and Equipment	**Reference**	**Yes**	**No**	**N/A**
Are circular/skill saws properly guarded?	155-370(2)	☐	☐	☐
Are table saws guarded(hood, spreader, anti-kickback)?	155-370(3)(a)	☐	☐	☐
Are radial-arm saws properly guarded?	155-370(4)(a)	☐	☐	☐
Are circular power miter saws properly guarded?	155-370(7)	☐	☐	☐
Does pneumatic equipment have a safety device on the muzzle?	155-360(2)(c)	☐	☐	☐

Trenches and Excavations	**Reference**	**Yes**	**No**	**N/A**

Were utilities that would be expected to be encountered during excavation work located prior to opening an excavation?	155-655(2)(a)	☐	☐	☐
Are approved means of egress supplied in trench excavations that are 4 feet or more in depth and require no more than 25 feet of lateral travel?	155-655(3)(b)	☐	☐	☐
Are employees protected from cave-ins by an approved protective system?	155-657(1)(a)	☐	☐	☐
Was the soil classified by a competent person?	155-66401(3)(a)	☐	☐	☐
Are daily inspections of excavations and adjacent areas conducted by a competent person?	155-655(11)(a)	☐	☐	☐
Are employees being protected from hazards associated with water accumulation if water is present in the excavation?	155-655(8)(a)	☐	☐	☐

Scaffolds	**Reference**	**Yes**	**No**	**N/A**
Is a competent person qualified in erecting, moving, dismantling, or altering scaffold supervising experienced and trained employees selected by the competent person?	874-20004	☐	☐	☐
Are working platforms fully planked/decked?	874-20008	☐	☐	☐
Is safe access provided?	874-20020	☐	☐	☐
Are guardrails or personal fall arrest systems used to protect employees from falls greater than 10 feet to a lower level?	880-30030 (1)	☐	☐	☐
Are guardrails installed in accordance with the standard along open-sides and ends?	880-30030 (5)	☐	☐	☐
Are scaffolds set up on a firm, level foundation capable of supporting the load?	874-40006	☐	☐	☐

Stairways	**Reference**	**Yes**	**No**	**N/A**
Are permanent or temporary stairs installed in building or structures two or more stories high or twenty-four feet or more in height or depth?	155-477(1)(c)	☐	☐	☐
Are the stairways installed in wood frame buildings before studs are raised to support the second or next higher floors?	155-477(1)(f)(i)	☐	☐	☐
Are stairways having 4 or more risers or rising more than 30 inches, whichever is less, equipped with a guardrail system along each unprotected side or edge	880-20005 (1)(a)	☐	☐	☐
When there is a break in elevation of 19 inches or more, is a stairway, ramp or ladder provided?	155-476(1)	☐	☐	☐

Ramps, Runways, Inclined Walkways	**Reference**	**Yes**	**No**	**N/A**
Is the ramp, runway or inclined walkway at least 18 inches wide?	155-24619(1)(a)	☐	☐	☐
Is the ramp, runway or inclined walkway slanted less than 20 degrees on the horizontal surface and is it cleated or treated to prevent a slipping hazard on the walking surface?	155-24619(1)(b)	☐	☐	☐

Is the ramp, runway, or inclined walkway equipped with a standard guardrail system along each open side where there's a fall of 4 feet or more?	880-20005 (2)(a)	☐	☐	☐

Dump Trucks	Reference	Yes	No	N/A
Do dump trucks used on site with an obstructed rear view have an operable automatic reverse alarm?	155-610(2)(f)	☐	☐	☐
Is the alarm audible above the surrounding noise level and no less than 15 feet from the rear of the vehicle?	155-610(2)(f)(i)	☐	☐	☐
If workers are in the backing zone or could reasonably be expected to enter the area, is there a designated backup spotter/observer OR a backup video camera for the driver?	155-610(2)(f)(i)	☐	☐	☐

Cranes	Reference	Yes	No	N/A
Is the crane currently certified for the state of Washington?	155-52901	☐	☐	☐
Is the crane operator certified by an accredited testing organization?	155-53300(1)(a)	☐	☐	☐
Is the rigger qualified with the documented written and practical tests?	155-53306	☐	☐	☐
Is the signal person qualified with documented written and practical tests?	155-53302	☐	☐	☐
Has the qualified lift director been designated?	155-53401(5)(c)	☐	☐	☐
Are all parts of the crane, load line or load prevented from getting closer than 20 feet to power lines?	155-53408(2)(a)(ii)	☐	☐	☐

Lead	Reference	Yes	No	N/A
Has the job site been reviewed for potential lead-containing paint and other materials that could be released in the air by grinding, sanding, welding, cutting, abrasive blasting or other work activities?	155-17609(2)	☐	☐	☐
Did you determine if any employee may be exposed to lead at or above the action level (e.g. by conducting air monitoring)?	155-17609(1)	☐	☐	☐
Have you notified each employee in writing of the results which represent that employees' airborne exposure to lead?	155-17609(8)(a)	☐	☐	☐
Have you established and implemented a written compliance program?	155-17611(2)	☐	☐	☐
Have you developed, implemented and maintained a written respiratory protection program?	155-17613	☐	☐	☐
Have you selected and provided appropriate respirators for each employee required to use one?	155-17613(3)	☐	☐	☐
Have you provided, at no cost to the employee, appropriate protective work clothing and equipment?	155-17615(1)	☐	☐	☐
Have you instituted a medical surveillance program for employees exposed to airborne lead above the action level?	155-17621(1)	☐	☐	☐

Asbestos	Reference	Yes	No	N/A
Did you obtain a Good Faith Inspection report, or a written statement, from the property owner or owner's agent that identifies any asbestos on the property?	62-07721(2)(e) & 62-07721(2)(b)(ii) & 62-07721(2)(b)(iii)	☐	☐	☐
Did you share the written report or statement with other contractors or employers hired to work on site?	62-07721(2)(c)(ii)(B) & 62-07721(2)(d)	☐	☐	☐
If Asbestos Containing Material (ACM) and/or Presumed Asbestos Containing Material (PACM) is going to be disturbed: has a qualified company (e.g., a certified asbestos contractor) been hired?	65-030	☐	☐	☐
If the work is an "asbestos project", was L&I (and the local clean air agency) notified about the work?	65-020 62-07703	☐	☐	☐
Have you informed employees in proximity to any work activity where asbestos is being abated or	62-07721(2)(c) 62-07721(2)(c)(iii)	☐	☐	☐

disturbed about asbestos hazards and safety precautions?

Equipment Safety Inspection Checklist

Date: _____

Project: _____

Equipment: _____

All guards and fenders	_____	OK	_____	Needs Repair
Brakes	_____	OK	_____	Needs Repair
Lights – front, rear, side, dash	_____	OK	_____	Needs Repair
Back-up alarm – horn	_____	OK	_____	Needs Repair
Ladders, stairs, hand holds	_____	OK	_____	Needs Repair
ROPS (Roll-over protection)	_____	OK	_____	Needs Repair
Seat belts	_____	OK	_____	Needs Repair
Fire extinguisher	_____	OK	_____	Needs Repair
Glass	_____	OK	_____	Needs Repair
Tires	_____	OK	_____	Needs Repair
Electrical cords	_____	OK	_____	Needs Repair
Ground fault circuit interrupters	_____	OK	_____	Needs Repair
Electrical hand tools	_____	OK	_____	Needs Repair
Powder actuated tools	_____	OK	_____	Needs Repair
Pneumatic condition of all hand tools	_____	OK	_____	Needs Repair

Other Items Checked:

Oil level and leaks	___	OK	___	Needs Repair	___	Add	___ Change
Hydraulic oil level and leaks	___	OK	___	Needs Repair	___	Add	___ Change
Anti-freeze level and leaks	___	OK	___	Needs Repair	___	Add	___ Change
Fuel level and leaks	___	OK	___	Needs Repair	___	Add	___ Change
First aid kit	___	OK	___	Needs Repair	___	Add	___ Change

Repaired by: _____

Checked by: _____

JOB SAFETY ANALYSIS WORKSHEET

TITLE OF JOB OPERATION: _____ Date: _____

Title of person who does job: _____

Employee observed: _____ Location: _____

Analysis made by: _____ Analysis approved by: _____

Sequence of basic job steps	Potential injuries or hazards	Recommended safe job procedures

Personal protective equipment required for this position:

Sample Chemical Hazard Communication Program

A. Company Policy

(Add Name of Employer) is committed to the prevention of exposures that result in injury and/or illness; and to comply with all applicable state health and safety rules. To make sure that all affected employees know about information concerning the dangers of all hazardous chemicals used by *(Add Name of Employer)*, the following hazardous chemical communication program has been established.
All work units of *(Add Name of Employer)* will participate in the hazard communication program. This written program will be available in *(Specify the location)* for review by any interested employee.

B. Container Labeling

(Add name of person and title) is responsible for container labeling procedures, reviewing, and updating. The labeling system used at *(Add Name of Employer)* is as follows:

(Describe the labeling system, including the labels or other forms of warning used, and written alternatives to labeling, if any.)

The procedures for proper labeling of all containers, and reviewing and updating label warnings are as follows:
(Also include a description of the procedures for labeling of secondary containers used, including making sure that they have the appropriate identification and hazard warning, etc.; description of procedures for reviewing and updating label warnings, how often the review is conducted, and the name of the person and position who is responsible for reviewing and updating label warnings.)
(Describe the procedure for labeling, as described above.)

It is the policy of *(Add Name of Employer)* that no container will be released for use until the above procedures are followed.

C. Safety Data Sheets (SDS)

(Add name of person and title) is responsible to establish and monitor the employer's SDS program. This person will make sure procedures are developed to obtain the necessary SDSs and will review incoming SDSs for new or significant health and safety information. This person will see that any new information is passed on to affected employees.

The procedures to obtain SDSs and review incoming SDSs for new or significant health and safety information are as follows:

(Include procedures on how to make sure copies are current and updated, how any new information is passed on to affected employees, and the procedures for employee access in work areas.)

(Describe the procedure for obtaining and updating SDSs, as described above.)

Copies of SDSs for all hazardous chemicals in use will be kept in *(Specify the location)*. SDSs will be available to all employees during each work shift. If an SDS is not available or a new chemical in use does not have an SDS, immediately contact:
(Add name of person and title).

Note:
If an alternative to printed Safety Data Sheets is used (such as computer data), provide a description of the format.

D. Employee Information and Training

(Add name of person and title) is responsible for the employee training program.
The procedures for how employees will be informed and trained are as follows:
(Include the methods used for general and site-specific training, and how employees will be informed when non-routine tasks arise. If your employees work at other employers' job sites, then specify where and how these employees will have access to SDSs and labels, and how they will be informed of precautionary measures to take during normal or emergency operations, if any.)

(Describe the procedure for employee training, as described above.)

(Add name of person and title) will make sure that before starting work, each new employee of *(Add Name of Employer)* will attend a health and safety orientation that includes information and training on the following:
• An overview of the requirements contained in the Hazard Communication Standard.
• Hazardous chemicals present at his or her work places.
• Physical and health risks of the hazardous chemical.
• The symptoms of overexposure.
• How to determine the presence or release of hazardous chemicals in his or her work area.
• How to reduce or prevent exposure to hazardous chemicals through use of control procedures, work practices, and personal protective equipment.
• Steps the employer has taken to reduce or prevent exposure to hazardous chemicals.
• Procedures to follow if employees are overexposed to hazardous chemicals.
• How to read labels and review SDSs to obtain hazard information.
• Location of the SDS file and written hazard communication program.
• An overview of the requirements contained in the Hazard Communication Standard.

Before introducing a new chemical hazard into any section of this employer, each employee in that section will be given information and training as outlined above for the new chemical.

E. Hazardous non-routine tasks

Periodically, employees are required to perform hazardous non-routine tasks. (Some examples of non-routine tasks are confined space entry, tank cleaning, and painting reactor vessels.) Non-routine tasks that are performed at *(Add Name of Employer)* include:

1. *(Add any non-routine tasks performed by employees)*

2. *(Add any non-routine tasks performed by employees)*

3. *(Add any non-routine tasks performed by employees)*

Prior to starting work on such projects, each affected employee will be given information by *(Add name of person and title)* about the hazardous chemicals he or she may encounter during these activities:
(For each activity, list the specific chemical hazards, protective and safety measures the employee can use, and the steps the employer has taken to reduce the hazards, including ventilation, respirators, presence of another employee, and emergency procedures.)

(For each non-routine task identified, list the information indicated above.)

F. Multi-employer work places

It is the responsibility of Contractors to provide employers of any other employees at the work site with the following information:
• Copies of SDSs (or make them available at a central location) for any hazardous chemicals that the other employer(s)' employee may be exposed to while working.
• Inform other employers of any precautionary measures that need to be taken to protect employees during normal operating conditions or in foreseeable emergencies.
• Provide other employers with an explanation of the labeling system that is used at the work site.

G. List of hazardous chemicals

The following is a list of all known hazardous chemicals used by our employees. Further information on each chemical may be obtained by reviewing SDSs located at *(Specify location)*.

SDS identity:
(Here is where you put the chemical list developed during the inventory. Arrange this list so that you are able to cross-reference it with your SDS file and the labels on your containers.)
The criteria (e.g., label warnings, SDS information, etc.) used to evaluate the chemicals are:
(Include a description of a plan for how you will update the list.)

Chemical Name	Manufacturer	Location Used
(Insert information here)	*(Insert information here)*	*(Insert information here)*

Hazard Communication checklist

____ 1. Have we prepared a list of all the hazardous chemicals in our workplace?

____ 2. Are we prepared to update our hazardous chemical list?

____ 3. Have we obtained or developed a safety data sheet for each hazardous chemical we use?

____ 4. Have we developed a system to ensure that all incoming hazardous chemicals are checked for proper labels and data sheets?

____ 5. Do we have procedures to ensure proper labeling or warning signs for containers that hold hazardous chemicals?

____ 6. Are our employees aware of the specific information and training requirements of the Hazard Communication Standard?

____ 7. Are our employees familiar with the different types of chemicals and the hazards associated with them?

____ 8. Have our employees been informed of the hazards associate with performing non-routine tasks?

____ 9. Are employees trained about proper work practices and personal protective equipment in relation to the hazardous chemicals in their work area?

____ 10. Does our training program provide information on appropriate first aid, emergency procedures, and the likely symptoms of overexposure?

____ 11. Does our training program include an explanation of labels and warnings that are used in each work area?

____ 12. Does the training describe where to obtain data sheets and how employees may use them?

____ 13. Have we worked out a system to ensure that new employees are trained before beginning work?

____ 14. Have we developed a system to identify new hazardous chemicals before they are introduced into a work area?

____ 15. Do we have a system for informing employees when we learn of new hazards associated with a chemical?

Employee Orientation Checklist

Employee Name: *(Add Name of Employee here)*

Title: *(Add title of employee here)* Date hired: *(Add Date Hired here)*

Trainer Name: *(Add name of person conducting training here)*

This checklist is to inform employees of *(Add company name here)* of its Hazard Communication Program. Place a check in each box to indicate that the subject has been covered.

The supervisor has reviewed the following information with the employee:

☐ 1. The purpose of the hazard communication standard is to require chemical manufacturers or importers to assess the hazards of chemicals they produce or import. All employers must provide information to their employees about the hazardous chemicals to which they may be exposed.

Employees must be informed about the hazard communication program, labels and other forms of warning, and safety data sheets, and they must have training on the hazardous substances they may encounter.

☐ 2. The supervisor has reviewed the hazardous chemical list with the employee.

☐ 3. The supervisor has shown the employee the following:

- ☐ Location of hazardous chemicals within the employee's work site.
- ☐ Location of the written Hazard Communication Program.
- ☐ Location of the safety data sheets for all hazardous chemicals in the employee's assigned work area.
- ☐ Location of the list of person(s) trained and authorized to handle the hazardous chemicals.

The signature below documents that the appropriate elements have been talked over to the satisfaction of both parties and that both the supervisor and employee accept responsibility for maintaining a safe and healthful work environment.

Date: *(Enter date of orientation)* Supervisor's signature: _____

Date: *(Enter date of orientation)* Employee's signature: _____

- NOTE TO SUPERVISOR: If this employee is expected to actually handle chemicals, please notify ***(Customize by adding the name of the person responsible for training.)*** for training before employee begins actual work.