

Kittitas Reclamation District

Policies & Procedures Manual

Updated June 2025



Contents

I. GENERAL	3
A. KITTITAS RECLAMATION DISTRICT BY-LAWS	4
B. DIRECTOR DIVISIONS	5
C. CONFLICTS OF INTEREST POLICY	7
D. OVERNIGHT TRAVEL EXPENSE REIMBURSEMENT POLICY	9
E. DUES AND ASSESSMENTS PAID BY CREDIT CARD POLICY.....	13
F. EMERGENCY COOPERATION POLICY	14
G. DIRECTORS PAYROLL POLICY	15
H. UNPAID ASSESSMENTS POLICY	16
I. DELEGATION OF THE AUTHORITY TO MANAGER POLICY	17
J. CLAIMS AGAINST THE DISTRICT POLICY.....	29
K. DISTRICT CREDIT CARD POLICY	30
II. RELATIONSHIP WITH USBR AND WATER USE	31
A. DIVERSION STRUCTURE AND WATER MEASUREMENT POLICY	32
B. LAND RECLASSIFICATION POLICY	34
C. WATER RIGHT CHANGE AND TRANSFER POLICY.....	38
D. USE OF WATER TO GROW MARIJUANA POLICY	39
E. UNAUTHORIZED WATER USE POLICY	40
F. KITTITAS COUNTY WATER PURVEYORS POLICY	41
III. KRD PROPERTY	44
A. CROSSING AND USE PERMIT POLICY	45
B. BRIDGE POLICY	48
C. FACILITY MODIFICATION POLICY	53
D. POLICY FOR DIVISIONS OF PROPERTY WITH KRD IRRIGABLE ACREAGE	57
E. IN-CAR VIDEO POLICY	62
G. CAPITAL ASSETS POLICY	65
IV. PROCUREMENT POLICY.....	69
1. PROCUREMENT POLICY SUMMARY TABLE.....	70

2. OVERVIEW	72
3. DEFINING THE NEED.....	73
4. PURCHASING CODE OF ETHICS	74
5. PROHIBITED PRACTICES.....	75
6. SIGNATURE AUTHORITY.....	76
7. PURCHASE ORDERS & REQUISITIONS	76
8. GRANT & FEDERAL FUNDING	77
9. ANTI-DISBARMENT AND NON-COLLUSION.....	77
10. STANDARDS OF CONDUCT AND CONFLICTS OF INTEREST IN FEDERAL GRANTS	78
11. INSURANCE/LICENSES/PREVAILING WAGES	78
12. CONTROLLED COMMODITIES.....	81
13. PURCHASE OF MATERIALS, SUPPLIES, EQUIPMENT	83
14. OVERNIGHT TRAVEL EXPENSE REIMBURSEMENT POLICY:.....	88
15. PURCHASE OF PUBLIC WORK CONSTRUCTION ACTIVITIES	92
16. PURCHASE OF ARCHITECT AND ENGINEERING SERVICES	97
17. PURCHASE OF ORDINARY OR "PURCHASED" SERVICES	98
18. PURCHASE OF PROFESSIONAL SERVICES.....	98
19. PURCHASE OF PERSONAL SERVICES	99
20. HOW TO LEASE.....	100
21. EXEMPTIONS TO COMPETITIVE BIDDING REQUIREMENTS	100
22. HOW TO DECLARE A SOLE SOURCE (or Single Source):	101
23. DISPOSAL OF SURPLUS PROPERTY (Reference LSMC 2.92).....	102
24. TRADE-INS.....	103
25. FEDERAL AWARD STANDARDS	103
26. DEFINITIONS	108
V. PUBLIC DISCLOSURE	111

I. 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.

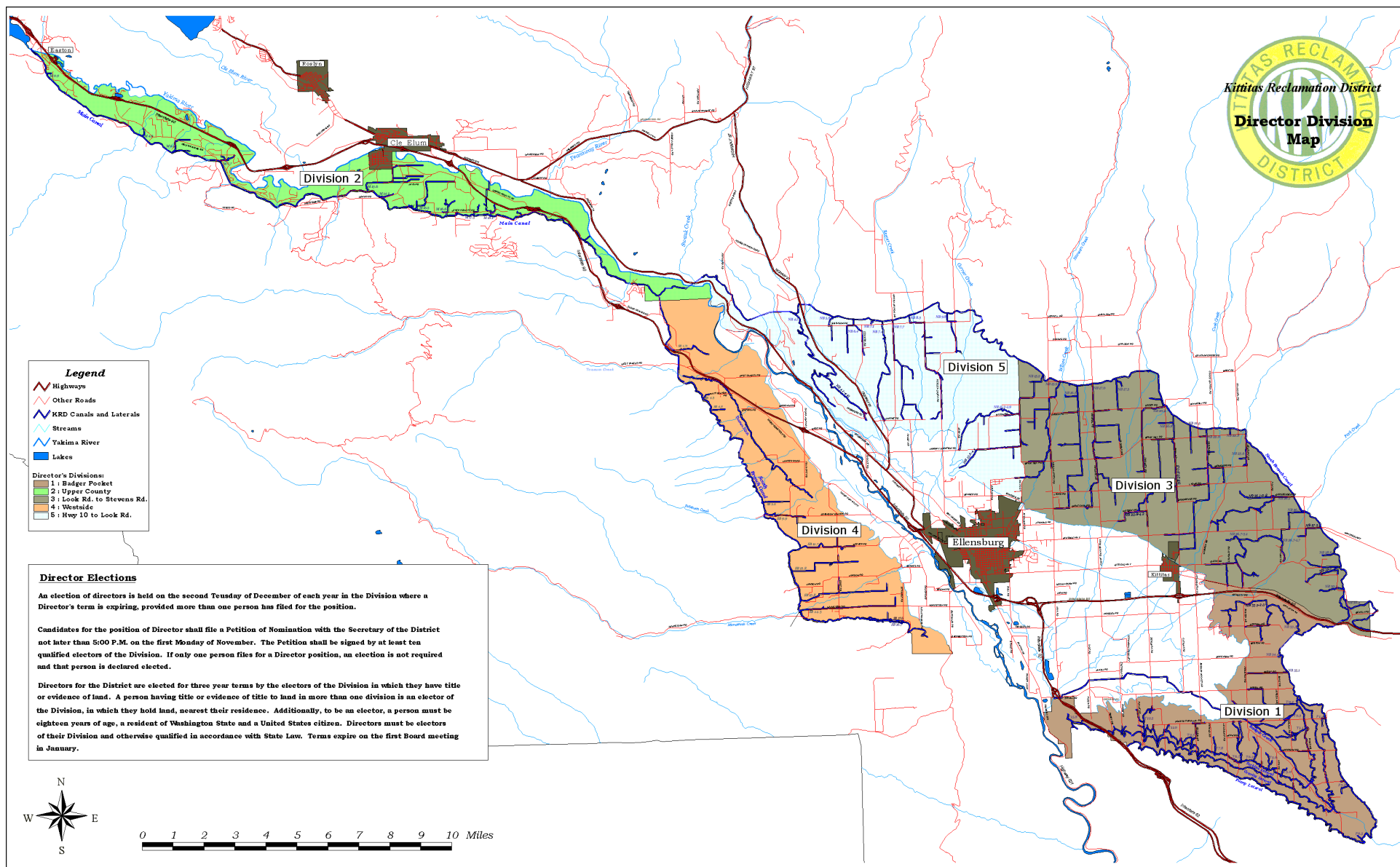
B. DIRECTOR DIVISIONS

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.

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.



C. 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 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 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 in the City of Ellensburg or 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 one hundred twenty-eight dollars (\$128.00) 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 twelve thousand two hundred eighty-eight dollars (\$12,288.00) per director in a calendar year, in accordance with 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 other special assessments or charges imposed by the KRD in addition to the contract right with the United States of 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-to-day 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 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.

II. 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: Definitions.

The terms used in this resolution shall have the following definitions.

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

“KRD 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 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.

“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.

“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.

Section 3: 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 4: 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 5: 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 a Declaration of Surrender of Water Entitlement in a form prepared by the KRD District 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.

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 a Declaration of Covenant which will be irrevocable in a form provided by the District. The Declaration of Covenant 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 every _____ months in the order the Applications are received. The \$100.00 review fee will be credited against the processing fee charged by the KRD as set forth in Section 4.3.

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.

Adopted by The KRD Board of Directors by Resolution No. 2012-004 on July 10, 2012

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 priority 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 be in a position to 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. The KCWP shall be overseen by an advisory committee of five (5) individuals, one of whom is a member of the KRD Board of Directors, and the rest of whom are selected by the participants in the Program on an annual basis. The advisory committee will oversee KCWP activities and the KCWP Program. The advisory committee shall operate as follows:

- a. Meetings of the Membership:

- (1) An annual meeting of the general membership will be held in January of each year.
- (2) Regular or special meetings of the general membership may be held periodically throughout the year for educational and other purposes consistent with the purpose of the corporation.
- (3) Notice of regular, special and annual meetings will be made at least seven (7) days prior by direct mail, electronic mail, notice county paper of record, or similar mechanisms or combinations thereof.

- b. Meetings of the Board of Directors:

- (1) An annual meeting of the Board of Directors will be held in January of each year for the purpose of electing the members of the advisory committee.

- (2) Special meetings of the advisory committee may be called at any time by a member of the advisory committee.
 - (3) Notice of regular, special and annual meetings will be made at least seven (7) days prior by direct mail, electronic mail, notice in county paper of record, or similar mechanisms or combinations thereof.
- 4. 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.
- 5. 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.

III. KRD PROPERTY

A. CROSSING AND USE PERMIT POLICY

- A) Applicability and Definitions: 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. 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.
1. “KRD” means the Kittitas Reclamation District, an irrigation district organized pursuant to Chapter 87.03 RCW.
 2. “KRD Facilities” means real and personal property owned by KRD. “KRD Facilities” does not include real or personal property owned by the United States Bureau of Reclamation.
 3. “Crossing License” means a revocable license, which authorizes a third party to cross, by vehicle, equipment or foot, KRD Facilities.
 4. “Use License” means a revocable license which authorizes a third party to use KRD Facilities for a specified purpose.
- 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 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. Bridge 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, 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 landowners 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
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
MILEPOST	DESCRIPTION	OV SPAN	STRUCT TYP	SPANS	DECK SURFACE	DECK WIDTH	OWNER?
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. Definitions.

The terms used in this policy shall have the following definitions:

“Facility Modification License” means a revocable license substantially in the form attached hereto as **Exhibit A**, 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.

“Modification” means the act of changing (altering, adding or subtracting) something from exiting KRD Facilities.

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

“KRD Facilities” means real and personal property owned by KRD or real or personal property owned by the United States Bureau of Reclamation but under KRD control and for which KRD has the right and authority to grant third parties the right to use said real or personal property 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.

“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.

Section 3. 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 4. 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 5. Criteria and Fees.

5.1 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.

5.2 Criteria. In approving or denying an application:

5.2.1 KRD will not approve the Facility Modification 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 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 set forth on **Exhibit A**.

5.2.2 KRD will not approve the Facility Modification License 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

5.2.3 KRD will not approve the Facility Modification 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.

5.3 Fees. Upon application for a Facility Modification License, 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 6. 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 7. 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 "Indemnatee") harmless from any and all damages, claims and causes of action which may accrue to or be suffered by any Indemnatee 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 8. 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 09/13/2022

D. POLICY FOR DIVISIONS OF PROPERTY WITH KRD IRRIGABLE ACREAGE

A) Applicability and Definitions. 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.

1. “Ditch Rider” means the KRD personnel assigned to the Diversion who takes water orders and distributes water from the KRD canal or lateral.
2. “Diversion” 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).
3. “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.
4. “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 \$250.00 for 4 lots or less in the Division. The Division Fee for each additional lot over 4 lots is \$120.00 per lot. 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.
5. “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.
6. “Landowner” means the owner of Irrigable Acreage according to the Kittitas County Assessor’s office.
7. “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.

8. “Water Distribution System” means the system within the parcels created by the Division for the delivery of irrigation water from the Diversion to the individual parcels.
9. “Water Master” means the person appointed in the Water Distribution Plan who orders irrigation water and distributes it from the Diversion through the Water Distribution System to the individual parcels.

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 KRD’s form titled Declaration of Protective Covenants, Conditions and Restrictions Establishing a Water Distribution Plan (hereinafter the “Water Distribution Plan”), each Landowner who divides or reconfigures land with Irrigable Acreage shall complete a written Water Distribution Plan prior to KRD approving the Division. The form of the Water Distribution Plan will be provided by KRD. 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 4 proposed 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. 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

G. 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 the 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 surplus 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.

IV. 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 - \$300,000			\$50,000	>\$50,000
Written Contract Requirement**	>\$10,000				
Contractor Bond Requirement**	\$35,001 - \$300,000				
Public Works - Formal Bid Process	>\$300,000				
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)					

Procurement Type	Thresholds	Purchase Order Requirement	Supervisor Approval	Secretary-Manager Approval	Award/Approval Board
Direct Selection/Negotiation					
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					

Procurement Type	Thresholds	Purchase Order Requirement	Supervisor Approval	Secretary-Manager Approval	Award/Approval Board
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.					
Small Works Roster: May be used for public works projects between \$50,001 - \$300,000. 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.

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 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 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 Interlocal 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 from 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/Interlocal 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 public 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 - \$300,000: 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 (\$100,000) 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 \$300,000 (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 negotiate 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 Interlocal 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) issued 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 (Informal)- Obtain/document quotes from a reasonable number of qualified sources (at least three).	\$10,000 - \$40,000 (Single trade) \$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 - \$40,000 (Single trade) \$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.	

Procurement Method	Goods	Services
	<ul style="list-style-type: none"> • 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	<p>Appropriate only when:</p> <ul style="list-style-type: none"> • 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 fiscal 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 contractor 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.

V. 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

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 of the records made instead of simply inspecting them, he or she should so indicate and make arrangements to pay for copies 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.krdistrict.org .

(c) A records request form is available for use by requestors at the office of the public records officer and online at www.krdistrict.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 are requested and payment of a deposit for the copies, 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.

(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 arrange for copying within a reasonable period of time. Where the KRD charges for copies, the requestor must pay for the copies 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

Citation	Records
RCW 42.41.045	Non-disclosure of protected information (whistleblower)
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)(I)	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