



Kittitas Reclamation District

Policies and Procedures Manual

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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.

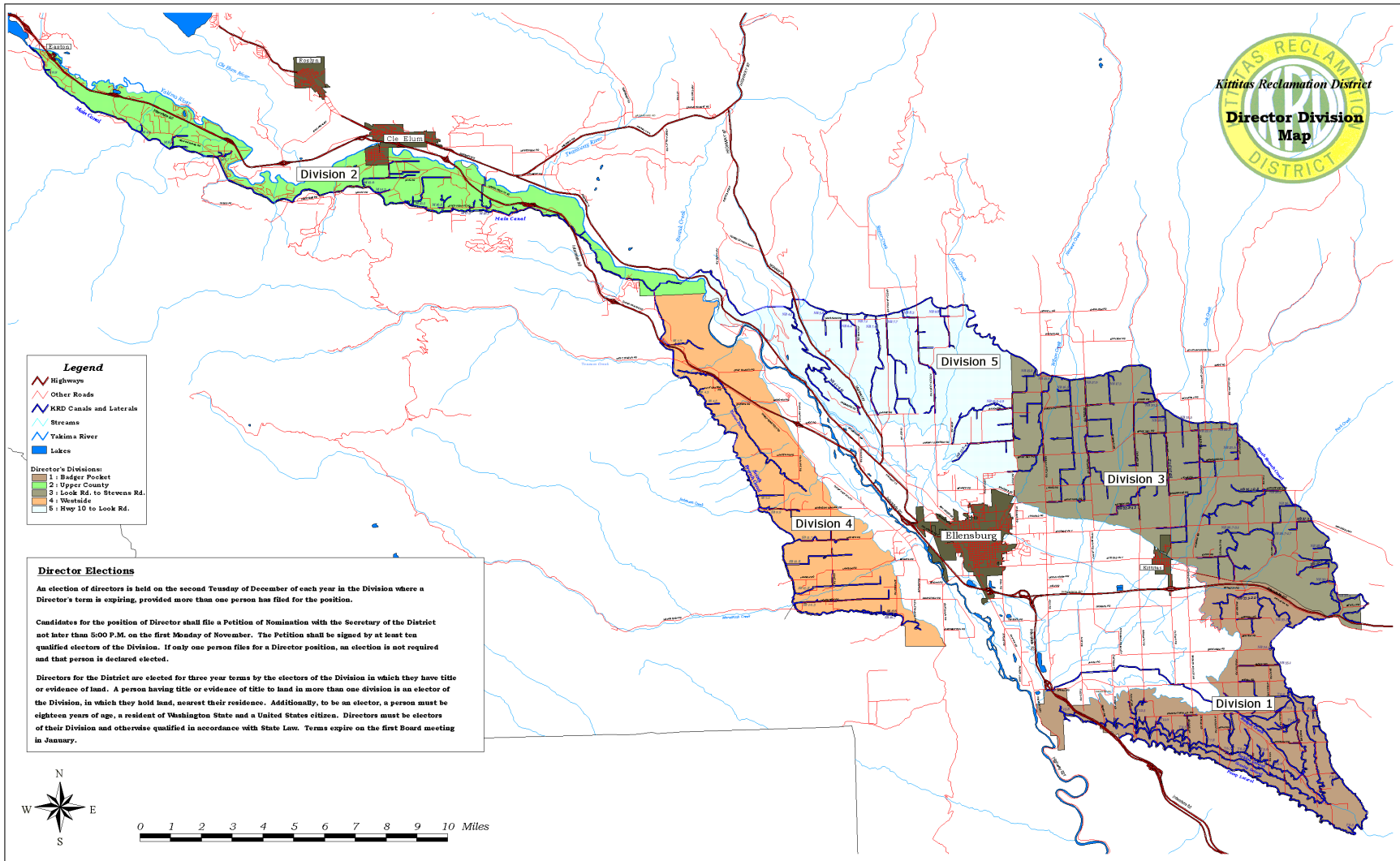
B. DIRECTOR DIVISIONS

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. 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.

V. 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 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.

KITTTAS 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 to individuals or entities who desire to 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**. (Attached as Exhibit 2) All applications for inclusion and exclusion will be commenced by completing the application form attached as Exhibit 1 (hereinafter "Application").

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. 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 attached as Exhibit 1. 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 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, not be entitled to receive KRD water unless applicable USBR or KRD rules allow water to be applied to the property. Unless the property has a right to

receive water from another source, the land must be fallowed, meaning left uncultivated and not used to produce crops, and not irrigated with or have water applied to it from the KRD, including KRD return flows from other lands, unless and until it becomes eligible to be irrigated under applicable USBR and/or KRD rules or regulations.

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 lands within the KRD as irrigable will notify the District in writing and fill out the application set forth on Exhibit 1. The Reclassification application will not be processed 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, unless the existing boundaries are modified as allowed by law, 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.

The applicant will be required to supply the District with all of the documentation, proof of current legal ownership and maps required by the KRD 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. All required documents are to be submitted to the KRD prior to the processing of the application being processed.

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 maximum amount assessed by KRD for any acreage within the district.

Lands within a plat may be eligible for water entitlement transfers only if all of the designated irrigable acres in the entire plat 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 KRD as provided for herein.

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. 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 process 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 amount of \$480.00, including the \$100.00 fee paid pursuant to 4.1. 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. **All costs incurred during the reclassification process are the sole responsibility of the applicant and must be paid prior to completion of the transfer.**

C. 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.

D. 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.

III. 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 in the Program**

1. The individual water right holder must own a minimum of 20 acres located in Kittitas County.
2. When issues arise, the member shall provide transportation to sampling points on the member's property. Sampling points will not be accessed via non-KRD irrigation district canal roads.
3. If an individual member has a complaint against one of the member's neighbors, KRD will document the issue and provide the information to the member making the complaint. The member will work with the member's neighbor or the Department of Ecology to resolve the issue.
4. If an individual member receives a complaint from the Department of Ecology or another member of the Program, KRD will document the issue and assist the member with resolving the issue with the Department of Ecology or the other member.
5. If the Department of Ecology contacts KRD regarding an individual member's return flows, KRD will communicate to the Department of Ecology that the member is involved in the Program.
6. Water from individual members' properties will not be sampled weekly; however, KRD will inform a member if it becomes aware of an issue with water quality on an individual member's property.

IV. KRD Property

A. CROSSING AND USE PERMIT POLICY

Section 1: General.

This policy is intended by the Kittitas Reclamation District (KRD) to apply to individuals and entities who apply to either cross or use KRD facilities.

The KRD will, as applications for crossing or use of KRD facilities are received, process all applications consistent with this resolution.

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 Facilities” means real and personal property owned by the KRD or real or personal property owned by the United States Bureau of Reclamation but under the KRD control and for which the 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 the 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.

“Crossing License” means a revocable license substantially in the form attached hereto as **Exhibit A**, which authorizes a third party to cross, either by vehicle, equipment or foot, KRD Facilities.

“Use License” means a revocable license substantially in the form attached hereto as **Exhibit B**, which authorizes a third party to use KRD Facilities for a specified purpose.

Section 3: Revocable and Permissive Use.

All Crossing Licenses and Use Licenses are revocable by the KRD. No right to cross or use KRD Facilities shall ripen into a claim of adverse or prescriptive use.

Section 4: Applicants.

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

Section 5: Criteria and Fees.

5.1 Process: An application for a crossing or use permit must be 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. If the KRD concludes, after the preliminary review, the application should be rejected the applicant will be notified. If the KRD determines the application should be approved then the Applicant shall sign the Crossing License or Use License, as the case may be.

5.2 Criteria. In approving or denying an application:

5.2.1 The KRD will not approve the Crossing 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 the 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 the KRD's use and operation of the canals or KRD Facilities and the Applicant has executed the permit in the form set forth on Exhibit A or B, as the case may be.

5.2.2 The KRD will not approve the Crossing 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.

5.2.3 The KRD will not approve the Crossing 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 the KRD, 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 the KRD.

5.3 Fees: Upon application for a Crossing or Use License, the Applicant shall pay a nonrefundable fee of \$200.00. The fee reimburses KRD for the expenses incurred in investigating the proposed crossing or use and the cost of preparing the Crossing or Use License.

Section 6: Insurance.

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

Section 7: Recording.

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

EXHIBIT A
CROSSING LICENSE

THIS CROSSING LICENSE (the “Agreement” or “License”) made and entered into this ____ day of _____ 20____, is by and between KITTITAS RECLAMATION DISTRICT, a corporation, (“KRD” or “Licensor”) and _____ (“Licensee”) (referred to collectively as the “Parties”).

I. RECITALS

A. The KRD is an irrigation district organized under Chapter 87.03 RCW. The KRD owns or has a right to use and operate irrigation canals, laterals, roads and irrigation control facilities (“KRD Property”) to transport irrigation water to land within the KRD service area under agreements with the United States Bureau of Reclamation (USBR), which agreements give the KRD the right and authority to grant third parties the right to use said canals and property in Kittitas County, State of Washington.

B. Licensee desires to cross the KRD property as set forth on Exhibit A, attached hereto and incorporated by reference, to access or cross property Licensee owns, which is described as:

[INSERT LEGAL DESCRIPTION]

C. The KRD is willing to grant a license to Licensee for the crossing, construction, placement, repair and maintenance described in this agreement. Upon the terms and conditions in this Agreement, Licensee is willing to hold the KRD harmless from any loss, damage, liability or expense arising because of this License.

NOW, THEREFORE, for and in consideration of the mutual provisions in this agreement and no monetary consideration, the Parties agree as follows:

II. TERMS AND CONDITIONS

1. Grant of License. The KRD grants permission and a license to Licensee to use the KRD Property as set forth above and as described on **Exhibit A**, attached hereto, under the conditions and terms in this Agreement. Licensee agrees this License does not give Licensee an ownership interest in the KRD Property and Licensee’s use of the KRD Property as set forth in this Agreement is permissive and shall not give the Licensee, its heirs, successors and assigns any claim of title by adverse possession or an easement by prescription.

2. Description of Crossing Facility. The use by Licensee shall be at the location and in the manner specified on the attached **Exhibit A** (Crossing Facilities), provided that at no time shall the construction, operation, repair, maintenance or use of the Crossing Facilities by Licensee disturb, change, or alter in any manner the existing canals and laterals or the KRD’s use and operation of the canals or KRD Property.

3. Cost of Construction, Repair and Maintenance. Licensee, at its sole cost and expense, shall construct, repair, and maintain the Crossing Facilities. The Crossing Facilities shall be constructed, repaired, and maintained in such a manner so the Crossing Facilities or Licensee’s use of the Crossing Facilities will not cause loss or damage to the KRD, its water users or interfere with the KRD’s operation of its irrigation water delivery system. All construction, repair, or maintenance of the Crossing Facilities shall be approved in advance by the KRD and completed under the inspection and subject to the approval of the KRD. Licensee shall perform all work to be done under this Agreement in such a manner so as not to cause loss or damage to the KRD, KRD Property, KRD water users or any third person, or interfere with the operation of the KRD system. As used in this Agreement, 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 Property or of the continuous delivery of water by the KRD.

4. Notice to the KRD. Prior to construction, repair, maintenance or redesign of the Crossing Facilities, Licensee shall give advance written notice of Licensee's intention to perform such work to the KRD and provide the KRD with sufficient information as to the details so the KRD can either approve or deny the proposed work, and have an opportunity to be present when such construction, repair, or maintenance is performed.

5. Indemnification and Hold Harmless. Licensee shall defend, indemnify and hold the KRD harmless from any and all claims, losses, damages, liabilities, obligations, costs or expenses, including reasonable attorney's fees, which result from Licensee's construction, repair, maintenance or use of the Crossing Facilities or from Licensee's breach of any covenant or obligation created in this agreement or arising under law because of Licensee's use of the Crossing Facilities.

6. Breach by Licensee. If Licensee fails to perform any duty or obligation required to be performed under this Agreement, the KRD may, at its option, perform said duty or obligation. Licensee shall promptly reimburse the KRD for all expenses KRD incurred in performing the duty or obligation.

7. Assumption of Risk by Licensee. Licensee assumes all risks now known or unknown arising because of Licensee's use of the Crossing Facilities or from this Agreement, and recognizes that damages or injuries could occur during Licensee's operation, repair, maintenance or use of the KRD property.

8. Insurance. Licensee shall obtain and provide \$1,000,000 of insurance coverage for each event from which liability or claims may arise incident to the construction, repair, maintenance, operation, use or existence of the Crossing Facilities authorized by this Agreement. The insurance shall name the KRD as an additional insured, and Licensee shall provide the KRD with a Certificate of Insurance upon demand by the KRD. In no event shall the limit of insurance limit the Licensee's liability to the KRD.

9. Termination of License. If the KRD finds in the KRD's sole and absolute discretion that removal of the Crossing Facilities is necessary or desirable for operation of its canal or use of its easement or if this agreement is terminated, Licensee, at its sole cost and expense, shall remove such Crossing Facilities authorized or constructed because of this agreement upon the KRD's request. If Licensee fails or refuses to remove any such structure or improvement, the KRD may remove the same and charge the expense of removal to Licensee. Nothing in this agreement shall impair the rights of the KRD under this paragraph to terminate or modify the license granted by this agreement.

10. Breach of Agreement. If the Licensee breaches this agreement the KRD may, at its election, terminate this agreement.

11. Modification of the Crossing Facilities. This grant of license to use the KRD Property described shall be modified at the sole expense of Licensee to the extent required by the KRD for the efficient and/or desirable operation of its canal and water distribution system. If Licensee refuses or fails to modify the Uses Facilities as required by KRD then this License shall terminate.

12. Attorneys' Fees. If any legal action is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the other party, reasonable attorneys' fees as determined by the court in addition to the costs allowed by law. The venue for any action brought upon this Agreement shall be in Kittitas County, Washington. This Agreement shall be governed by and construed under the laws of the state of Washington.

13. Successors and Assigns. This License shall be binding upon Licensee, and Licensee's successors and assigns, and shall run with the land described above in Recital B.

14. Recording. The KRD reserves the right to record this License.

KITTITAS RECLAMATION DISTRICT

LICENSEE

By: _____
Its: Chairman

By: _____
Its: Secretary-Manager

STATE OF WASHINGTON)
) ss.
County of Kittitas County)

On this day personally appeared before me _____, to me known to be the _____ of the KITTITAS RECLAMATION DISTRICT, as the individual who executed the within and foregoing instrument, and acknowledged that he/she was authorized to sign the same as the free and voluntary act and deed, for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20__.

Printed Name: _____
NOTARY PUBLIC in and for the
State of _____
My appt. expires: _____

STATE OF WASHINGTON)
) ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that _____, to me known to be the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20__.

Printed Name: _____
NOTARY PUBLIC in and for the
State of _____
My appt. expires: _____

EXHIBIT B

USE LICENSE

THIS USE LICENSE (the “Agreement” or “License”) made and entered into this ____ day of _____ 20____, is by and between KITTITAS RECLAMATION DISTRICT, a corporation, (“KRD” or “Licensor”) and _____ (“Licensee”) (referred to collectively as the “Parties”).

I. RECITALS

D. The KRD is an irrigation district organized under Chapter 87.03 RCW. The KRD owns or has a right to use and operate irrigation canals, laterals, roads and irrigation control facilities (“KRD Property”) to transport irrigation water to land within the KRD service area under agreements with the United States Bureau of Reclamation (USBR), which agreements give the KRD the right and authority to grant third parties the right to use said canals and property in Kittitas County, State of Washington.

E. Licensee desires to use the KRD property as set forth on Exhibit A, attached hereto and incorporated by reference, to access or use property Licensee owns, which is described as:

[INSERT LEGAL DESCRIPTION]

F. The KRD is willing to grant a license to Licensee for the use, construction, placement, repair and maintenance described in this agreement. Upon the terms and conditions in this Agreement, Licensee is willing to hold the KRD harmless from any loss, damage, liability or expense arising because of this License.

NOW, THEREFORE, for and in consideration of the mutual provisions in this agreement and no monetary consideration, the Parties agree as follows:

II. TERMS AND CONDITIONS

15. Grant of License. The KRD grants permission and a license to Licensee to use the KRD Property as set forth above and as described on **Exhibit A**, attached hereto, under the conditions and terms in this Agreement. Licensee agrees this License does not give Licensee an ownership interest in the KRD Property and Licensee’s use of the KRD Property as set forth in this Agreement is permissive and shall not give the Licensee, its heirs, successors and assigns any claim of title by adverse possession or an easement by prescription.

16. Description of Use Facility. The use by Licensee shall be at the location and in the manner specified on the attached **Exhibit A** (Use Facilities), provided that at no time shall the construction, operation, repair, maintenance or use of the Use Facilities by Licensee disturb, change, or alter in any manner the existing canals and laterals or the KRD’s use and operation of the canals or KRD Property.

17. Cost of Construction, Use and Repair. Licensee, at its sole cost and expense, shall construct, repair, and maintain the Use Facilities. The Use Facilities shall be constructed, repaired, and maintained in such a manner so the Use Facilities or Licensee’s use of the Use Facilities will not cause loss or damage to the KRD, its water users or interfere with the KRD’s operation of its irrigation water delivery system. All construction, repair, or maintenance of the Use Facilities shall be approved in advance by the KRD and completed under the inspection and subject to the approval of the KRD. Licensee shall perform all work to be done under this Agreement in such a manner so as not to cause loss or damage to the KRD, KRD Property, KRD water users or any third person, or interfere with the operation of the KRD system. As used in this Agreement, 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 Property or of the continuous delivery of water by the KRD.

18. Notice to the KRD. Prior to construction, repair, maintenance or redesign of the Use Facilities, Licensee shall give advance written notice of Licensee's intention to perform such work to the KRD and provide the KRD with sufficient information as to the details so the KRD can either approve or deny the proposed work, and have an opportunity to be present when such construction, repair, or maintenance is performed.

19. Indemnification and Hold Harmless. Licensee shall defend, indemnify and hold the KRD harmless from any and all claims, losses, damages, liabilities, obligations, costs or expenses, including reasonable attorney's fees, which result from Licensee's construction, repair, maintenance or use of the Use Facilities or from Licensee's breach of any covenant or obligation created in this agreement or arising under law because of Licensee's use of the Use Facilities.

20. Breach by Licensee. If Licensee fails to perform any duty or obligation required to be performed under this Agreement, the KRD may, at its option, perform said duty or obligation. Licensee shall promptly reimburse the KRD for all expenses KRD incurred in performing the duty or obligation.

21. Assumption of Risk by Licensee. Licensee assumes all risks now known or unknown arising because of Licensee's use of the Use Facilities or from this Agreement, and recognizes that damages or injuries could occur during Licensee's operation, repair, maintenance or use of the KRD property.

22. Insurance. Licensee shall obtain and provide \$1,000,000 of insurance coverage for each event from which liability or claims may arise incident to the construction, repair, maintenance, operation, use or existence of the Crossing Facilities authorized by this Agreement. The insurance shall name the KRD as an additional insured, and Licensee shall provide the KRD with a Certificate of Insurance upon demand by the KRD. In no event shall the limit of insurance limit the Licensee's liability to the KRD.

23. Termination of License. If the KRD finds in the KRD's sole and absolute discretion that removal of the Use Facilities is necessary or desirable for operation of its canal or use of its easement or if this agreement is terminated, Licensee, at its sole cost and expense, shall remove such Use Facilities authorized or constructed because of this agreement upon the KRD's request. If Licensee fails or refuses to remove any such structure or improvement, the KRD may remove the same and charge the expense of removal to Licensee. Nothing in this agreement shall impair the rights of the KRD under this paragraph to terminate or modify the license granted by this agreement.

24. Breach of Agreement. If the Licensee breaches this agreement the KRD may, at its election, terminate this agreement.

25. Modification of the Use Facilities. This grant of license to use the KRD Property described shall be modified at the sole expense of Licensee to the extent required by the KRD for the efficient and/or desirable operation of its canal and water distribution system. If Licensee refuses or fails to modify the Uses Facilities as required by KRD then this License shall terminate.

26. Attorneys' Fees. If any legal action is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the other party, reasonable attorneys' fees as determined by the court in addition to the costs allowed by law. The venue for any action brought upon this Agreement shall be in Kittitas County, Washington. This Agreement shall be governed by and construed under the laws of the state of Washington.

27. Successors and Assigns. This License shall be binding upon Licensee, and Licensee's successors and assigns, and shall run with the land described above in Recital B.

28. Recording. The KRD reserves the right to record this License.

KITTITAS RECLAMATION DISTRICT

LICENSEE

By: _____

Its: Chairman

By: _____

Its: Secretary-Manager

STATE OF WASHINGTON)
) ss.

County of Kittitas County)

On this day personally appeared before me _____, to me known to be the _____ of the KITTITAS RECLAMATION DISTRICT, as the individual who executed the within and foregoing instrument, and acknowledged that he/she was authorized to sign the same as the free and voluntary act and deed, for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20__.

Printed Name: _____
NOTARY PUBLIC in and for the
State of _____
My appt. expires: _____

STATE OF WASHINGTON)
) ss.

County of Kittitas)

I certify that I know or have satisfactory evidence that _____, to me known to be the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20__.

Printed Name: _____
NOTARY PUBLIC in and for the
State of _____
My appt. expires: _____

B. 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.

V. Procurement Policy

PURCHASE OF MATERIALS, SUPPLIES, EQUIPMENT AND SERVICES

A. CONSTRUCTION PROJECTS:

1. Formal sealed bidding requirements will apply to all construction projects except as noted in Paragraphs A.2. through A.8 below.¹
2. KRD shall maintain a small works roster which may be utilized for construction projects that are estimated to cost less than three hundred thousand dollars (<\$300,000.00).² All construction projects, the estimated cost of which is less than three hundred thousand dollars (<\$300,000.00), may be awarded to a contractor on the small works roster pursuant to Section B below.
3. The formal bidding process is not required in the case of any contract between KRD and the United States.
4. In the case of an emergency when the public interest or property of KRD would suffer material injury or damage by delay, upon resolution of the board of directors or proclamation of an official designated by the board to act for the board during such emergencies. The resolution or proclamation shall declare the existence of the emergency and recite the facts constituting the emergency.
5. The bidding process is not required for purchases which are clearly and legitimately limited to a single source of supply or to purchases involving special facilities, services, or market conditions, in which instances the purchase price may be best established by direct negotiation.
6. KRD may conduct construction projects under its own superintendence and without use of the formal bidding process.

¹ RCW 87.03.435

² RCW 87.03.436

B. USE OF A SMALL PROJECTS ROSTER

1. The Small Works Roster³ can be used to award contracts for construction, building, renovation, remodeling, alteration, repair, or improvement of real property. These provisions may be used in place of the formal bid process for work with an estimated cost of three hundred thousand dollars or less (<\$300,000.00).
2. KRD will create Small Works Rosters for different specialties or categories of anticipated work. Where applicable, KRD will make distinctions between contractors based upon different geographic areas served by the contractor. The Small Works Rosters shall consist of all responsible contractors who have requested to be on the list. KRD will require eligible contractors desiring to be placed on a roster or rosters to have on file with KRD as a condition of being placed on rosters the following information:
 - a. Certificate of Registration with the Department of Labor and Industries
 - b. Unified Business Identifier Number (UBI)
 - c. Employment Security Department Number
 - d. State Excise Tax Registration Number
 - e. Federal ID Number I Business License Number
3. At least once a year, KRD shall publish in the Ellensburg Daily Record a notice of the existence of Small Works Rosters and solicit the names of contractors for such rosters. In addition, responsible contractors shall be added to the Small Works Rosters at any time they submit a request and provide the required information.
4. Telephonic, written, or electronic quotations from contractors on the appropriate Small Works Roster shall be obtained to assure that a competitive price is established and to award contracts to the lowest responsible bidder. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. Quotations will be invited from all contractors on the appropriate Small Works Roster. KRD has the sole option of mailing a notice to these contractors or sending a notice to these contractors by facsimile or other electronic means.
5. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

³ RCW 39.04.155(1)

6. A contract will be executed by KRD and the contractor that becomes effective when a specific award is made to the lowest responsible bidder. Written contracts will be required for any work estimated to cost more than ten thousand dollars (>\$10,000.00).
7. Whenever KRD shall contract to do any work estimated to cost between thirty-five thousand dollars (\$35,000.00) and three hundred thousand dollars (\$300,000.00), it shall require the contractor to deliver a bond in the amount of the contract, to assure that such contractor shall faithfully perform all the provisions of such contract and pay all laborers, mechanics, and subcontractors and material suppliers, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work.
 - a. For projects with an estimated cost of between ten thousand dollars (\$10,000.00) and thirty-five thousand dollars (\$35,000.00), at the option of the contractor, KRD may, in lieu of the bond, retain fifty percent (50%) of the contract amount for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens whichever is later.⁴ For contractors with no subcontractors and an estimated competition time of less than forty-five (45) days, KRD may waive the bonds and retainage requirements entirely.
 - b. For projects costing less than ten thousand dollars (<\$10,000.00) KRD may waive the requirement for a written contract.
8. In addition to other requirements, KRD shall reserve a contract retainage not to exceed five percent (5%) of the moneys earned by the contractor as a trust fund for the protection and payment of: (a) The claims of any person arising under the contract; and (b) the state with respect to taxes imposed pursuant to Titles 50, 2L and 82 RCW which may be due from such contractor;⁵ except,
 - a. For projects with an estimated cost of less than \$35,000 retainage may not be required (See Paragraph 7a).
 - b. For contracts with an estimated cost of between ten thousand dollars (\$10,000.00) and thirty-five thousand dollars (\$35,000.00) the contractor may elect to delay payment of fifty percent (50%) of the contract amount in lieu of KRD retaining five percent (5%) of the contract amount (See paragraph 7a).

C. MATERIALS, SUPPLIES, OR EQUIPMENT OR SERVICES

⁴ RCW 39.08.010

⁵ RCW 60.28.011(1)

1. Purchase of materials, supplies, or equipment costing less than ten thousand dollars (\$10,000.00)⁶ for each purchase excluding sales tax may be acquired using standard business practices.
2. KRD shall maintain a list of vendors which may be utilized for purchases of materials, supplies, or equipment with an estimated cost (excluding sales tax) of between ten thousand dollars (\$10,000.00) and fifty thousand dollars (\$50,000.00).⁷
3. All purchases, the estimated cost of which is less than fifty thousand dollars (<\$50,000.00), may be awarded to a firm on the vendors list. All purchases, the estimated cost of which is fifty thousand dollars (\$50,000.00) or more, will be awarded by the sealed bid process.
4. The vendors list shall be comprised of all responsible vendors who have requested to be on the list. Advertisement for inclusion on the vendors list shall be published twice a year.
5. When using the vendors list to purchase materials, supplies, or equipment, KRD will obtain telephone and/or written quotations from at least three (3) vendors on the vendors list whenever possible to assure establishment of a competitive price. Immediately after an award is made, the telephone and/or written quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry. KRD will record and have available at the office for public inspection a list of the purchases for the preceding eighteen (18) months under this process.
6. Competitive bidding requirements may be waived for:
 - (a) Purchases that are clearly and legitimately limited to a single source of supply;
 - (b) Purchases involving special facilities or market conditions;
 - (c) Purchases in the event of an emergency;
 - (d) Purchases of insurance or bonds; and
 - (e) Public works in the event of an emergency.
7. If the Board of Directors elects to waive competitive bidding requirements by the terms of written policies adopted by KRD, immediately after the award of any contract, the contract and the factual basis for the exception must be recorded and open to public inspection. This requirement does not apply to emergency situations.
8. If an emergency exists, the District Manager may declare an emergency situation exists, waive competitive bidding requirements, and award all necessary contracts on behalf of KRD to address the emergency situation. If a contract is awarded without competitive

⁶ RCW 87.03.437(1)

⁷ RCW 87.03.437(2) and RCW 39.04.190

bidding due to an emergency, a written finding of the existence of an emergency must be made by the Board of Directors and duly entered of record no later than two (2) weeks following the award of the contract. "Emergency" means unforeseen circumstances beyond the control of the KR D that either: (a) presents a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

9. Purchases under ten thousand dollars (\$10,000.00) per purchase excluding sales tax do not require competitive quotations or bids.

D. BID PROCEDURES GENERALLY:

1. Advertisement of the notice for bids, the small works roster, or the vendors list shall be published at least once a week for two weeks in the Ellensburg Daily Record.
2. The board can award the contract in whole or in part to the lowest responsible bidder.
3. The board has authority to reject any or all bids and re-advertise, or it may conduct construction work under its own superintendence.
4. The board may require a bid deposit in the amount equal to five percent (5%) of the bid amount.
5. When the contract is awarded for materials purchase, the successful bidder must supply a performance bond for at least twenty-five percent (25%) of the amount of contract.

E. 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. KR D will provide notice to prime contractors of their responsibilities to make this a requirement of subcontractors. In place of the Declaration of Anti-disbarment, KR D may check <http://www.epls.gov/epls/search.do>. A hard copy of the report should be kept on file.

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

Standards of Conduct

In accordance with 2 C.F.R. §200.18(c)(1), KR D 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.

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).]

VI. Public Records Disclosure Policy

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

A. Authority and purpose.

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

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

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

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

(1) The KRD is an irrigation district organized pursuant to Chapter 87.03 RCW. The KRD delivers irrigation water to property within its service area that is classified as irrigable by the United States Bureau of Reclamation. The KRD’s central office is located at 315 N Water Street, Ellensburg, WA 98926.

(2) Any person wishing to request access to public records from the KRD, or seeking assistance in making such a request shall contact the public records officer of the KRD:

Urban Eberhart
Kittitas Reclamation District
315 N Water St
P.O. Box 276
Ellensburg, WA 98926
509-925-6158
urban@krdistrict.org

Information is also available at the KRD's web site at www.krdistrict.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.krddistrict.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

Citation	Records
RCW 42.41.030(7)	Identity of local government whistleblower
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