

City of Connell, Washington
CITY COUNCIL PRELIMINARY AGENDA

104 E. Adams St.
Remote Regular Meeting
June 1, 2020 6:00 PM

1. Remote Meeting Instructions:

In compliance with Governor Inslee's Proclamation regarding the Open Public Meetings Act the City Council is holding remote meetings until further notice. The public may request to attend the meeting in "listen only" mode by contacting the City Clerk at 509-234-2701 ext. 1232 or by email at mortiz@connellwa.org. In addition, a link to the live meeting can be accessed on the City's website at www.cityofconnell.com. Members of the public wishing to comment on agenda items may submit comments to the City Clerk. Comments and request to attend must be made by 4:00 pm on the day of the meeting. Written comments may also be made during the Citizen Comment portion of the meeting for those attending in "listen only" mode by typing in the chat box.

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. CORRESPONDENCE/PRESENTATIONS/APPOINTMENTS

A. Proclamation – Older Americans Month 2020

B. Anderson Perry & Associates Scholarship Award recipients:
Estevan Peña

6. CONSENT CALENDAR

All matter listed within the Consent Calendar have been distributed to each member of the Connell City Council for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Calendar and placed on the Regular Agenda by request.

a) Minutes of the Regular Council Meeting May 4, 2020

b) Accounts payable 6/1/20 for \$73,413.92

c) Check Register 5/18/20 for \$212,174.31

d) Payroll Register 4/30/20 – 5/5/20 for \$101,784.33

e) Payroll Register 5/15/20 – 5/20/20 for \$67,906.06

7. APPROVAL OF AGENDA

ORDER OF BUSINESS

8. Surplus Police Vehicles

9. Facility Reservation/Use Agreement

10. Fireworks Request

11. FCS Water Sewer Study - Contract Amendment

12. Washington State Dept of Commerce Grant Funding

The public is welcome and encouraged to attend this meeting. The City of Connell wishes to provide reasonable access to all public meetings for individuals with disabilities. Please contact the City Clerk at least three business days prior to the meeting for accommodations to be arranged.

13. COMMITTEE, CITY ADMINISTRATOR, AND DEPARTMENT REPORTS
14. CITIZEN COMMENT/NON-AGENDA ITEMS
15. CITY COUNCIL CLOSING REMARKS
16. EXECUTIVE SESSION
17. ADJOURNMENT



THE MISSION OF THE CITY OF CONNELL IS:

To partner with the community, enriching the quality of life and delivering a range of services in a fiscally sustainable manner.

Engaging the public and embracing diversity, we maintain a focus on the future, remaining flexible and responsive, to foster a small-town character that supports growth.



Older Americans Month Proclamation 2020

Whereas, Connell, Washington includes a growing number of older Americans who make countless contributions to our community every day; and,

Whereas, Connell, Washington is stronger when people of all ages, abilities, and backgrounds are included and encouraged to make their mark; and,



Whereas, Connell, Washington recognizes the importance of the physical, mental, social, and emotional well-being of its citizens; and,

Whereas, Connell, Washington can support our community members by:

- Promoting independence, inclusion, and participation
- Engaging older adults through education, recreation, and service
- Connecting people with opportunities to share their time, experience, and talents

Now therefore, the City of Connell, Washington, hereby proclaims May 2020 to be Older Americans Month, and urges every resident to recognize older adults and the people who support them as essential and valuable members who greatly contribute to our community.

Dated this ____ day of _____ 2020

Authorized Signature

The City of Connell, Washington

MEETING OF THE CITY OF CONNELL, WASHINGTON
CONNELL, FRANKLIN COUNTY, WASHINGTON
May 4, 2020

The Remote Regular meeting of the Connell City Council was called to order by Mayor Barrow at 6:03 pm in the City Hall.

ROLL CALL

ROLL CALL: (Remote) Councilmember's: John White, Katrina Kunkel, Pat Barrera, Shelly Harper and Mayor Pro Tem Joe Escalera,

PRESENT: Mayor Lee Barrow, City Administrator Maria Peña, City Clerk Marissa Ortiz, City Treasurer Genesis Bernal and Police Chief Chris Turner.
(Remote) -Fire Chief Ken Woffenden and City Attorney Dan Hultgrenn,

CONSENT CALENDAR

Motion: Mayor Pro Tem Escalera moved to approve the consent calendar as presented:

- a) Minutes of the Remote Council Meeting April 20, 2020
- b) Accounts Payable 5/4/2020 for \$50,379.23
- c) Check Register 4/20/2020 for \$138,359.61
- d) Check Register 5/1/2020 for \$208.88
- e) Payroll Register 4/15/2020-4/20/2020 for \$65,749.93

Councilmember Barrera seconded motion. Motion carried unanimously.

APPROVAL OF AGENDA

Motion: Councilmember Kunkel moved to approve the agenda as presented. Councilmember White seconded motion. Motion carried unanimously.

ORDER OF BUSINESS

PARCONCO, GENERAL SETTLEMENT AGREEMENT

Provided to Council under separate cover was the proposed settlement agreement between ParConCo, LLC and Riddell Development Co. In April 2019, the last payment was made to complete the purchase of the Farm. Staff received conflicting direction between the purchasing parties regarding finalizing the closing documents on the property. By approving the attached Settlement Agreement, the City could move forward with the title transfer to ParConCo.

Motion: Councilmember White moved to approve the Settlement Agreement between Mike & Darlene Parnell, and James Riddell and associated parties, and the City of Connell and the Mayor, as representative of the City, be authorized to sign all documents associated with the implementation of the Settlement Agreement. Mayor Pro Tem Escalera seconded motion. Motion carried unanimously.

WA STATE MILITARY COVID-19 PUBLIC ASSISTANCE GRANT AGREEMENT &
RESOLUTION NO. 2020-04

City Administrator Maria Peña reported there was potential for reimbursement of expenses associated with the COVID-19 pandemic. By approving the grant agreement provided, it would

MEETING OF THE CITY OF CONNELL
Regular Meeting – May 4, 2020

allow staff to submit reimbursement requests for federal and/or State Emergency or Major Disaster Assistance funds from the Washington State Military Department. Resolution No. 2020-04 provided for the designation of authorized staff to obtain federal and/or state emergency or disaster assistance funds. It also provided the authorization on behalf of the City Council to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

Motion: Councilmember Kunkel moved to approve submittal of the WA State Military Department Public Assistance Grant Agreement and Disaster Assistance application. Mayor Pro Tem Escalera seconded motion. Motion carried unanimously.

Motion: Councilmember Barrera moved to approve Resolution No. 2020-04 Designation of Applicant's Agent for the WA State Military Department Public Assistance Grant Agreement. Councilmember Kunkel seconded motion. Motion carried unanimously.

MEETING ADJOURNED

There being no further business before the City Council of Connell Mayor Barrow adjourned the meeting at 6:26 pm.

ATTEST: _____
Marissa Ortiz, City Clerk

Lee Barrow, Mayor

ACCOUNTS PAYABLE

City of Connell
MCAG #: 0286

As Of: 06/01/2020

Time: 14:29:12 Date: 05/29/2020
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
21643	06/01/2020	06/01/2020	31	14,000.00	Project 68-257- Country Estates Sewer Improvements
21674	06/01/2020	06/01/2020	704	581.25	Natural Gas Bills
21662	06/01/2020	06/01/2020	2544	434.39	Reimbursement For Power Inverter
21669	06/01/2020	06/01/2020	99	3,195.55	Electric Valve/sr-260, Communication Tower Service, Waste Treatment Plant May 2020
21646	06/01/2020	06/01/2020	118	211.27	#10 Window Envelopes, Picked Up Kennewick.
21652	06/01/2020	06/01/2020	5189	4,344.23	Street Light Repair/LS Troubleshooting
21654	06/01/2020	06/01/2020	140	48.00	Soil Sampling WWTP
21668	06/01/2020	06/01/2020	515	377.74	Centurylink Bills
21644	06/01/2020	06/01/2020	153	250.00	Deductible Reimbursement - City Of Connell / 4-17-2020 / Law Enforcement *C1338
21648	06/01/2020	06/01/2020	5309	781.92	Mastercard Maria Pena
21649	06/01/2020	06/01/2020	5309	52.00	Mastercard- Marissa Ortiz
21650	06/01/2020	06/01/2020	5309	11.62	Mastercard- Ivan Barragan
21651	06/01/2020	06/01/2020	5309	35.00	Mastercard-Genesis
21653	06/01/2020	06/01/2020	5309	71.27	Replacement American Flag
21663	06/01/2020	06/01/2020	5309	1,013.00	Mastercard- Chris Turner
21664	06/01/2020	06/01/2020	5309	45.20	Mastercard- Onna Pollock
21665	06/01/2020	06/01/2020	5309	974.22	Mastercard- Hallie Tuck
21675	06/01/2020	06/01/2020	5309	399.96	Mastercard- Ed Brown
21667	06/01/2020	06/01/2020	213	19,591.77	#206 & #207 Emergency Vehicle Outfitting
21670	06/01/2020	06/01/2020	2233	740.00	Water Sewer Study
21655	06/01/2020	06/01/2020	4490	956.64	Misc Parts/PPE
21666	06/01/2020	06/01/2020	315	70.00	Car Wash Quarters
21656	06/01/2020	06/01/2020	326	64.27	Paint For Well Houses
21671	06/01/2020	06/01/2020	4436	116.36	Monthly VOIP May 2020
21657	06/01/2020	06/01/2020	364	573.77	Irrigation Parts
21672	06/01/2020	06/01/2020	400	2,010.00	File M-8358 Attorney Professional Services
21658	06/01/2020	06/01/2020	2147	7,419.05	Chlorine-Wells & WWTP
21660	06/01/2020	06/01/2020	2467	11,092.57	Rebuild Of WW Pump/Repairs At Booster Station
21673	06/01/2020	06/01/2020	5525	600.00	Postage Meter Funds
21645	06/01/2020	06/01/2020	520	1,988.10	Covid-19 Supplies/ City Hall Supplies
21647	06/01/2020	06/01/2020	667	700.00	Police - Labor Relations Consultation
21661	06/01/2020	06/01/2020	3397	664.77	Chlorine Injector Parts
				73,413.92	

Report Total:

CHECK REGISTER

City Of Connell
MCAG #: 0286

05/18/2020 To: 05/18/2020

Time: 08:54:35 Date: 05/18/2020
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1565	05/18/2020	Claims	7	EFT	Merchant Services Bank of America/EFT	628.74	April 2020 Bank Card Fees
1566	05/18/2020	Claims	7	EFT	St.of Washington Dept Of Revenue-EFT	6,139.78	April 2020 Excise Tax Return
1567	05/18/2020	Claims	7	EFT	Xpress Solutions Inc Xpress Bill Pay/EFT	120.36	April 2020 Bank Card Fees
1568	05/18/2020	Claims	7	40186	AHBL, Inc	443.97	Land Use Planning
1569	05/18/2020	Claims	7	40187	AmeriFuel, LLC	912.67	Fuel Consumed; PD Fuel
1570	05/18/2020	Claims	7	40188	Aquatic Specialty Services, Inc.	63.52	Pump Seal-Pool
1571	05/18/2020	Claims	7	40189	Dionicio G Arteaga	117.22	2020 Boot Reimbursement
1572	05/18/2020	Claims	7	40190	Basin Disposal Inc.	15,188.17	Sanitation Bills & April Cleanup
1573	05/18/2020	Claims	7	40191	Benton Franklin District Health	754.00	Water/WW Labs
1574	05/18/2020	Claims	7	40192	Benton-Franklin Counties	390.40	1st Quarter 2020 Liquor Taxes
1575	05/18/2020	Claims	7	40193	Budget Print Center Inc.	85.48	Maria Pena- Business Cards
1576	05/18/2020	Claims	7	40194	Builders' Hdw. Supply Co.	4,502.50	Bathroom Doors And Hardware
1577	05/18/2020	Claims	7	40195	Cascade Analytical Inc	611.00	Water/WW Labs
1578	05/18/2020	Claims	7	40196	City Of Connell	68,234.88	Water Loan #2 Payment 2020; April 2020 Utility Tax, Utility Payments, Fire Suppression
1579	05/18/2020	Claims	7	40197	City of Richland, WA	224.17	Dispath Services
1580	05/18/2020	Claims	7	40198	Connell Auto Parts	140.61	Misc. Parts/Supplies
1581	05/18/2020	Claims	7	40199	Connell Grange Supply Co.	1,193.22	Station Maintance; Painting Supplies; Misc. Tools/Fuel
1582	05/18/2020	Claims	7	40200	Attn: Accounts Receivable Consolidated Technology Services/	17.45	Monthly VPN
1583	05/18/2020	Claims	7	40201	Day Wireless Systems	76.02	Radio Accessories
1584	05/18/2020	Claims	7	40202	Dept Of Commerce (CTED)	48,206.82	PWB Loan-Klindworth/Campbell
1585	05/18/2020	Claims	7	40203	Dept Of Licensing-Firearm	39.00	CPL's
1586	05/18/2020	Claims	7	40204	Rockwalla IT LLC Devfuzion	1,742.50	Remote Access- Maria Pena; Office 365, Monthly Backup And Support
1587	05/18/2020	Claims	7	40205	Fastenal	352.75	Misc. Fasteners/PPE
1588	05/18/2020	Claims	7	40206	Ford Motor Credit Co. LLC	20,127.05	Ford Lease Payment 8760103-Randy's Truck; Ford Lease Payment- 8760104 Kim's F250
1589	05/18/2020	Claims	7	40207	Franklin Co Corrections	2,546.74	Inmate Housing & Medical
1590	05/18/2020	Claims	7	40208	Franklin Co Pud	19,495.03	Electric Bills
1591	05/18/2020	Claims	7	40209	Franklin County Treasurer	2,587.65	Disctirc Court And Prosecutor's Office- May 2020
1592	05/18/2020	Claims	7	40210	Office Of Public Defense Franklin County	1,069.40	Public Defender Costs- January - March 2020
1593	05/18/2020	Claims	7	40211	Treasurer Franklin County	22.68	Criminal Victim Assesments For The Month Of April
1594	05/18/2020	Claims	7	40212	Home Builders Assoc. Of	460.00	First Aid, CPR Training IVAN BARRAGAN; HBA Annual Dues 2020
1595	05/18/2020	Claims	7	40213	Ispyfire, Inc	541.00	Dispatch Services
1596	05/18/2020	Claims	7	40214	JDT Sales and Repair	99.54	#132 Tire Service & #173 LOF
1597	05/18/2020	Claims	7	40215	Claudia Jacobo	855.00	Community Center Event June 13th Canceled (covid-19)
1598	05/18/2020	Claims	7	40216	Lourdes Medical Center	154.86	Inmate Medical
1599	05/18/2020	Claims	7	40217	Nutrien Ag Solutions, Inc.	330.01	Pesticide -Sewer Plant
1600	05/18/2020	Claims	7	40218	Pressworks	394.23	2 Boxes, Utility Billing Cards 1000 Each Box
1601	05/18/2020	Claims	7	40219	Quill LLC	296.35	Supplies

CHECK REGISTER

City Of Connell
MCAG #: 0286

05/18/2020 To: 05/18/2020

Time: 08:54:35 Date: 05/18/2020
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1602	05/18/2020	Claims	7	40220	Simplot Grower Solutions	10,369.70	Gypsum For Circle Crops
1603	05/18/2020	Claims	7	40221	Utilities Underground	5.16	Utility Locates
1604	05/18/2020	Claims	7	40222	Verizon Wireless	775.63	City Cell Bill
1605	05/18/2020	Claims	7	40223	WA St Treasurer Office	1,369.14	State Of WA Remittance For The Month Of April
1606	05/18/2020	Claims	7	40224	Xerox Corporation	489.91	Xerox Usage Month Of April
						18,615.69	
						7,926.72	
						136,466.78	
						32,762.97	
						14,971.33	
						1,430.82	
						<hr/>	
						212,174.31	Claims: 212,174.31
						212,174.31	

WE, the members of the City Council of the City of Connell, Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for payment by the City of Connell Council. DATED this _____ day of _____ 20__.

ATTEST:

Councilmember

Councilmember

Mayor

Finance Director

CHECK REGISTER

City Of Connell
MCAG #: 0286

04/30/2020 To: 05/05/2020

Time: 16:15:36 Date: 05/02/2020
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1436	04/30/2020	Payroll	7	EFT		1,154.43	
1437	04/30/2020	Payroll	7	EFT		1,886.42	
1438	04/30/2020	Payroll	7	EFT		1,321.86	
1439	04/30/2020	Payroll	7	EFT		1,905.29	
1440	04/30/2020	Payroll	7	EFT		1,372.32	
1441	04/30/2020	Payroll	7	EFT		1,814.63	
1442	04/30/2020	Payroll	7	EFT		26.91	
1443	04/30/2020	Payroll	7	EFT		1,310.90	
1444	04/30/2020	Payroll	7	EFT		832.50	
1445	04/30/2020	Payroll	7	EFT		13.46	
1446	04/30/2020	Payroll	7	EFT		13.46	
1447	04/30/2020	Payroll	7	EFT		1,835.92	
1448	04/30/2020	Payroll	7	EFT		2,026.87	
1449	04/30/2020	Payroll	7	EFT		1,691.22	
1450	04/30/2020	Payroll	7	EFT		1,518.49	
1451	04/30/2020	Payroll	7	EFT		1,792.38	
1452	04/30/2020	Payroll	7	EFT		917.19	
1453	04/30/2020	Payroll	7	EFT		13.46	
1454	04/30/2020	Payroll	7	EFT		1,875.21	
1455	04/30/2020	Payroll	7	EFT		747.73	
1456	04/30/2020	Payroll	7	EFT		2,505.00	
1457	04/30/2020	Payroll	7	EFT		1,741.52	
1458	04/30/2020	Payroll	7	EFT		1,446.08	
1459	04/30/2020	Payroll	7	EFT		1,869.62	
1460	04/30/2020	Payroll	7	EFT		1,921.01	
1461	04/30/2020	Payroll	7	EFT		26.91	
1462	04/30/2020	Payroll	7	EFT		1,197.53	
1463	04/30/2020	Payroll	7	EFT		13.46	
1464	04/30/2020	Payroll	7	EFT		13.46	
1465	04/30/2020	Payroll	7	EFT		292.96	
1466	04/30/2020	Payroll	7	EFT		1,709.25	
1467	04/30/2020	Payroll	7	EFT		292.96	
1468	04/30/2020	Payroll	7	EFT		2,677.41	
1469	04/30/2020	Payroll	7	EFT		6.73	
1470	04/30/2020	Payroll	7	EFT		2,346.30	
1471	05/05/2020	Payroll	7	EFT	Community First Bank	13,930.94	941 Deposit for Pay Cycle(s) 04/30/2020 - 04/30/2020
1472	05/05/2020	Payroll	7	EFT	Department Of Retirement	10,090.56	Pay Cycle(s) 04/30/2020 To 04/30/2020 - PERS 2; Pay Cycle(s) 04/30/2020 To 04/30/2020 - LEOFF 2; Pay Cycle(s) 04/30/2020 To 04/30/2020 - Deferred Comp; Pay Cycle(s) 04/30/2020 To 04/30/2020 - PERS 3
1473	05/05/2020	Payroll	7	EFT	MT457-306685	125.00	Pay Cycle(s) 04/30/2020 To 04/30/2020 - ICMA-457
1474	05/05/2020	Payroll	7	40178	AFLAC	320.85	Pay Cycle(s) 04/15/2020 To 04/30/2020 - AFLAC Addtl (AT); Pay Cycle(s) 04/15/2020 To 04/30/2020 - AFLAC Pre-Tax
1475	05/05/2020	Payroll	7	40179	AWC Employee Benefits Trst	23,921.56	Pay Cycle(s) 04/15/2020 To 04/30/2020 - AWC; Pay Cycle(s) 04/15/2020 To 04/30/2020 - AWC Dental; Pay Cycle(s) 04/15/2020 To 04/30/2020 - AWC-Life
1476	05/05/2020	Payroll	7	40180	Wesley Graham American Legal Services	21.72	Pay Cycle(s) 04/15/2020 To 04/30/2020 - ALS

CHECK REGISTER

City Of Connell
MCAG #: 0286

04/30/2020 To: 05/05/2020

Time: 16:15:36 Date: 05/02/2020
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1477	05/05/2020	Payroll	7	40181	Colonial Life	217.92	Pay Cycle(s) 04/15/2020 To 04/30/2020 - Colonial Life Pretax; Pay Cycle(s) 04/15/2020 To 04/30/2020 - Colonial Life-aftertax
1478	05/05/2020	Payroll	7	40182	NW Admin. Transfer Acct.	10,105.20	Pay Cycle(s) 04/15/2020 To 04/30/2020 - NW Administrator
1479	05/05/2020	Payroll	7	40183	Case # NX71135Y1 NYS Child Support Processing Center	6.73	Pay Cycle(s) 04/30/2020 To 04/30/2020 - NYS Child Support
1480	05/05/2020	Payroll	7	40184	Teamsters Local Union # 839	413.00	Pay Cycle(s) 04/15/2020 To 04/30/2020 - Union # 839
1481	05/05/2020	Payroll	7	40185	WSECU	500.00	Pay Cycle(s) 04/30/2020 To 04/30/2020 - WSECU

001 General Fund	66,977.05
101 Street	2,172.78
401 Water Fund	16,236.55
402 Sewer Fund	15,397.84
403 Solid Waste Fund	1,000.11

101,784.33 Payroll: 101,784.33

WE, the members of the City Council of the City of Connell, Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for payment by the City of Connell Council. DATED this _____ day of _____ 20__.

ATTEST:

Councilmember

Councilmember

Mayor

Finance Director

CHECK REGISTER

City Of Connell
MCAG #: 0286

05/15/2020 To: 05/20/2020

Time: 12:33:51 Date: 05/19/2020
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1609	05/15/2020	Payroll	7	EFT		1,190.10	
1610	05/15/2020	Payroll	7	EFT		1,898.92	
1611	05/15/2020	Payroll	7	EFT		1,344.27	
1612	05/15/2020	Payroll	7	EFT		160.94	
1613	05/15/2020	Payroll	7	EFT		549.86	
1614	05/15/2020	Payroll	7	EFT		1,906.06	
1615	05/15/2020	Payroll	7	EFT		1,386.26	
1616	05/15/2020	Payroll	7	EFT		1,842.99	
1617	05/15/2020	Payroll	7	EFT		160.94	
1618	05/15/2020	Payroll	7	EFT		1,307.27	
1619	05/15/2020	Payroll	7	EFT		1,001.86	
1620	05/15/2020	Payroll	7	EFT		1,832.15	
1621	05/15/2020	Payroll	7	EFT		2,033.56	
1622	05/15/2020	Payroll	7	EFT		160.94	
1623	05/15/2020	Payroll	7	EFT		1,691.84	
1624	05/15/2020	Payroll	7	EFT		1,365.94	
1625	05/15/2020	Payroll	7	EFT		1,795.72	
1626	05/15/2020	Payroll	7	EFT		1,001.86	
1627	05/15/2020	Payroll	7	EFT		160.94	
1628	05/15/2020	Payroll	7	EFT		1,875.80	
1629	05/15/2020	Payroll	7	EFT		1,285.29	
1630	05/15/2020	Payroll	7	EFT		2,506.19	
1631	05/15/2020	Payroll	7	EFT		1,549.06	
1632	05/15/2020	Payroll	7	EFT		1,445.73	
1633	05/15/2020	Payroll	7	EFT		1,866.28	
1634	05/15/2020	Payroll	7	EFT		1,768.95	
1635	05/15/2020	Payroll	7	EFT		1,173.87	
1636	05/15/2020	Payroll	7	EFT		1,758.37	
1637	05/15/2020	Payroll	7	EFT		2,677.41	
1638	05/15/2020	Payroll	7	EFT		160.94	
1639	05/15/2020	Payroll	7	EFT		2,347.71	
1640	05/20/2020	Payroll	7	EFT	Community First Bank	14,068.31	941 Deposit for Pay Cycle(s) 05/15/2020 - 05/15/2020
1641	05/20/2020	Payroll	7	EFT	Department Of Retirement	10,004.73	Pay Cycle(s) 05/15/2020 To 05/15/2020 - PERS 2; Pay Cycle(s) 05/15/2020 To 05/15/2020 - LEOFF 2; Pay Cycle(s) 05/15/2020 To 05/15/2020 - Deferred Comp; Pay Cycle(s) 05/15/2020 To 05/15/2020 - PERS 3
1642	05/20/2020	Payroll	7	EFT	MT457-306685	125.00	Pay Cycle(s) 05/15/2020 To 05/15/2020 - ICMA-457
1643	05/20/2020	Payroll	7	40225	WSECU	500.00	Pay Cycle(s) 05/15/2020 To 05/15/2020 - WSECU
						42,737.14	
						3,531.94	
						10,805.14	
						9,674.38	
						1,157.46	
						67,906.06	Payroll:
							67,906.06



MEMORANDUM

DATE: JUNE 1, 2020
TO: COUNCILMEMBERS & MAYOR
FROM: POLICE CHIEF CHRIS TURNER
RE: SURPLUS CITY VEHICLES

I am requesting you declare two city vehicles as surplus city property.

- 1. 2013 Ford Police Interceptor Sedan VIN# 1FAHP2M80DG130552**
- 2. 2013 Ford Police Interceptor SUV VIN# 1FM5K8AR2DGA51228**

These 2013 Ford Interceptors have been replaced by 2020 Ford Interceptor SUV's, which arrived a few weeks ago, and are no longer needed by the city.

OPTIONS: 1) Move to approve 2) Do not approve. 3) Defer action to a later date.

RECOMMENDATION: 1) Move to approve the vehicles as surplus city property.



MEMORANDUM

DATE: JUNE 1, 2020

TO: MAYOR AND COUNCILMEMBERS

FROM: MARIA PEÑA, CITY ADMINISTRATOR

RE: CONNELL INN & SUITES FACILITY RESERVATION/USE AGREEMENT

Attached for your consideration is a Facility Reservation/Use Agreement with Connell Inn & Suites. This agreement has been initially reviewed by our City Attorney and has been forwarded to Connell Inn & Suites for their review.

This agreement would guarantee the use of up to three rooms if there was a need for first responder or City personnel to quarantine away from their home. This would be our first option as opposed to the Visitor Center that we have also set up to be used as an isolation/quarantine facility. The issue with the Visitor Center is that the rooms are not individual rooms but share a common entrance, kitchen area, and bathrooms. Also, the Port of Pasco is looking at moving forward with the remodel of the Visitor Center building.

The Agreement provides for a monthly fee of \$580 for use of three rooms during the weekday. There is an extra fee of \$58 per day per room for use during Saturday and Sunday. It also stipulates that the City will provide for laundry service and also for professional cleaning of the rooms between users if used.

As we see our county opening back up there could be even more potential for our City staff and First Responders to become exposed to the COVID-19 virus. There may be a chance that we may never need to utilize the rooms, but we would at least have them available and would be more comfortable and isolated than at the Visitors Center.

Recommendation: Council move to approve the Facility Reservation Agreement with Connell Inn & Suites.

Facility Reservation/Use Agreement

City of Connell (hereinafter referred to as City) and Connell Hospitality LLC, DBA Connell Inn and Suites (hereinafter referred to as "Hotelier" or Contractor"), for and in consideration of the mutual benefits do hereby agree as follows:

1. Hotelier will provide the following service/ products at such time and in such manner as described in Exhibit "A" Scope of Services.
2. City will compensate Hotelier according to Exhibit "A" Compensation.
3. The Parties agree that Hotelier is an independent contractor, and not an employee nor agent of the City of Connell. Hotelier hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that Hotelier is an employee of the City. All payments made hereunder, and all services performed shall be made and performed pursuant to this Agreement by the Hotelier as an independent contractor. Hotelier will defend, indemnify and hold harmless the City, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further Hotelier represents that all employees and sub- contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.
4. Defense & Indemnity Agreement: Hotelier agrees to defend, indemnify and save harmless the City, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Hotelier, its subcontractors, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its appointed or elected officials or employees. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein. Hotelier's insurance shall be primary. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of Hotelier's insurance and shall not contribute to it. The Parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.
5. Term: This Contract shall commence on June 1, 2020 and shall continue until August 31, 2020. The term of this Agreement may be extended by mutual agreement in made in writing, but in no event shall the contract continue for more than one year from date of execution.
6. The Hotelier shall not assign any interest in this Contract and shall not transfer any interest in same without prior written City consent.
7. Hotelier will secure, at his own expense, all personnel required in performing said services as described in Exhibit A, Scope of Work. Hotelier shall be personally liable for applicable payroll, labor and industries premiums and all applicable taxes and shall hold City harmless therefrom.
8. Regulations and Requirement: This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington and to any other provisions set forth herein or in the attached exhibits.

9. **Industrial Insurance Waiver:** With respect to the performance of this Agreement and as to claims against the City, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

10. **Venue and Choice of Law:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Franklin. This Agreement shall be governed by the law of the State of Washington.

11. **Withholding Payment:** In the event the Contractor has failed to perform any obligation to be performed by the Contractor under this Agreement within the time set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

12. **Confidentiality:** The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Mayor of the City of Connell or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceedings seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

13. **Notice:** Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to City Administrator at City of Connell, 104 E. Adams, PO Box 1200, Connell WA 99326. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected on the signature page. Notice may be given by delivery or by depositing in the U. S. Mail, first class, postage prepaid.

14. **Severability:** If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

15. **Waiver:** Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

16. **Entire Agreement:** This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

Contractor:

Raj Patel, Connell Hospitality LLC
DBA Connell Inn and Suites

Date

Mailing Address: 2400 W. Main St. Carbondale, IL 62901-1038
Physical Address: 433 S. Columbia Ave, Connell WA 99326
Phone: 509-234-2081

Dated this ____ day of June 2020.

Lee Barrow, Mayor

Approved as to form:

Dan Hultgrenn, City Attorney

EXHIBIT " A"

SCOPE OF SERVICES

Hotelier Responsibilities

1. Hotelier shall reserve exclusive use of three rooms with kitchenettes at the Connell Inn and Suites, located at 433 S. Columbia Ave, Connell WA 99326, for use by guests referred by the City from June 1, 2020 through August 31, 2020. The Parties shall retain the right to extend its reservation of use of the Connell Inn & Suites as specified in paragraph 5 of this Agreement. Hotelier shall ensure that all units are stocked, clean and ready for occupancy of guests on June 1, 2020.
2. Exclusive use of the rooms shall be Monday through Friday. Use of rooms on Saturdays and Sundays shall be at an added expense.
3. Hotelier will provide use of daily towels and bed linens per unit.
4. Hotelier will provide stock of toilet paper, tissues, garbage bags, and soap for units as needed.
5. Hotelier shall allow service animals and small dogs in designated units.
6. Hotelier will allow City to provide onsite security services as deemed necessary by City.

City Responsibilities

1. City shall provide laundry service. Additionally, City shall contract with a third party for all room cleaning and sanitation of each occupied unit in between guests and at the end of the exclusive reservation period if rooms have been utilized.
2. City shall be responsible for guest registration and check out.
3. City shall be the sole source of referral for occupancy of units and management of move out dates.
4. City will be responsible for removal of garbage from rooms and placing it in dumpster.
5. City agrees to deliver rooms in their original state at the end of the reservation period.
6. City is responsible for any damages or missing items during the reservation period, based upon the attached schedule of costs detailed in the attached Exhibit "B".

COMPENSATION

Hotelier shall be compensated a monthly amount of \$580.00 a month for use of three rooms with kitchenettes at the Connell Inn & Suites as outlined below:

1. City will pay at the beginning of each month for the current month's use.
2. If rooms are utilized on Saturdays or Sundays the City will pay a daily rate of \$58 per room used.
3. Damages or missing items shall be reimbursed by City according to Exhibit "B", Schedule of Costs.

EXHIBIT " B"

Schedule of Costs

ITEM	VALUE
Television with remote	
Phone	
Desk Lamp	
Refrigerator	
Microwave	
Lamp	
Luggage Rack	
Headboard	
Desk	
Desk Chair	
Nightstand	
Dining Table	
Dining Chair	
Towel	
Bed Sheet	
Pillow	
Pillowcase	
Comforter	
Air Conditioning Unit	
Window Curtain	
Mattress	
Bed Frame	



MEMORANDUM

DATE: JUNE 1, 2020

TO: MAYOR AND COUNCILMEMBERS

FROM: MARIA PEÑA, CITY ADMINISTRATOR

RE: FIREWORKS REQUEST

The Parents of the Class of 2020 would like to request permission to have a firework show at sunset on June 5th to celebrate the graduates. June 5th was the original graduation date for the graduates and although they will not be having their normal ceremony, they will still be celebrated on this date. They will be driving by the school where they will be receiving their diplomas, taking pictures, and receiving their senior gifts. At 8:20 pm there will be a lighted parade at the school like they did when they picked up their caps and gowns.

CMC 7.24.020 provides that a permit shall be obtained from the City Fire Chief to conduct an outdoor public display of fireworks.

Parents from the Class of 2020 have spoken to the Fire Chief and have requested that Fireworks be allowed to be displayed from City land, located across from the Junior Livestock Building, on the west side of SR 260 (see attached map).

Recommendation: Council move to authorize the Fire Chief to approve a firework permit for June 5th to celebrate the graduating class of 2020.

The second request is for a donation of \$1,000 to help pay for the firework show. The show that has been selected is for \$3,000. The parents are busy raising funds and at the last count that I had received, they had raised almost \$1,500.

Recommendation: Council show their support for the Class of 2020 and approve an expenditure of \$1,000 out of Special Council Projects.

The Parents of the Class of 2020 respectfully ask for your consideration for this request considering that this is a unique circumstance and that the graduates will not be able to have their normal ceremony and celebrations.

There has been mention for people to line up on Columbia Ave before the 8:20 lighted parade to show their support for the graduates. I would like to encourage everyone to help celebrate the seniors but to do so maintaining a safe social distance. The route for the seniors to take will be from Clark, to Columbia, to Fir, to 260, then back to Clark. Well-wishers can station themselves along the route so that they are not all crammed along Columbia.



MEMORANDUM

DATE: JUNE 1, 2020
TO: MAYOR AND COUNCILMEMBERS
FROM: GENESIS BERNAL, CITY TREASURER
RE: FCS WATER SEWER STUDY CONTRACT AMENDMENT CHANGE ORDER

Financial Consulting Solutions Group, Inc. (FCS Group) has submitted a change order request which amends the current contract cost from \$31,110.00 not to exceed \$46,110.00 for their services related to the ongoing water sewer rate study. The current change order is an increase of \$15,000.00 to account for additional work performed in evaluating the farm property and developing a cost allocation for the farm property, for additional time spent doing customer data analysis, a second round of work on the financial plan, and tasks that still need to be completed.

Recommendation: Council move to authorize the contract amendment not to exceed \$46,110.00 for services performed and yet to be completed by FCS Group.

**CONTRACT AMENDMENT #2
CITY OF CONNELL, WASHINGTON**

This Contract Amendment is entered into by and between the City of Connell (Client), a municipal corporation of the State of Washington, and Financial Consulting Solutions Group, Inc. (FCS GROUP) and amends their agreement effective November 19, 2018 (Contract) on file with the City of Connell.

Whereas the Client and FCS GROUP desire to amend the Contract in order to both provide additional time to complete the project and increase the project budget to account for efforts not contemplated in the original project scope.

Now, therefore, it is hereby agreed that the Contract is amended as follows:

1. Section "2. Time for Completion" is amended to read:

"The Scope of Work for the conduct of the study as set forth above is anticipated to be completed by FCS GROUP within a time frame approximating that shown by the following schedule:

Notice to Proceed: On or before November 1, 2018

Completion of Project: No later than December 31, 2020

2. Section "3. Payment" is amended to read:

"FCS GROUP agrees to perform the services as set forth in Exhibit A at a cost not to exceed ~~\$31,110~~ \$46,110."

3. In all other respects, the Contract shall remain in full force and effect.

City of Connell, Washington

Financial Consulting Solutions Group, Inc.

Date: _____

Date: _____

ATTEST

EXHIBIT A: SCOPE OF WORK AND TASK PLAN

Task 1: Project Initiation & Data Collection

FCS GROUP will provide a data request outlining key information required to complete the study, working with City staff to resolve questions and obtain additional records as needed. Task 1 includes reviewing and validating data provided for the study, identifying any potential data anomalies that could impact the integrity of the study's findings or resulting recommendations. This task also includes the administrative efforts involved with project initiation and ongoing management.

Task 2: Revenue Requirement Analysis

Task 2 involves developing a multi-year revenue requirement forecast for the City's water and sewer utilities, and will include the following elements:

- Forecasting operating revenues and expenses. The forecast of rate revenue will be based on recent actual revenue collections and anticipated growth; other revenues and expenses will be projected using the City's most recent budget, adjusting for anticipated changes in annual operating costs resulting from capital projects or other factors.
- Projecting capital expenditures based on the City's capital improvement program. We will develop a funding strategy that considers projections of system participation fee (SPF) revenue, available reserves, and funding from rate revenue.
- Testing the sufficiency of current system revenues against system needs, defined in terms of cash obligations and any applicable bond coverage requirements.
- Developing up to three (3) sensitivity analyses to assess rate impacts of changes in service levels, capital investment levels, revenue levels, or other factors of interest.

Task 3: Cost-of-Service Analysis

Task 3 involves allocating the rate revenue requirement to customer classes based on industry-standard ratemaking principles and methodologies. The recommended approach involves two key steps:

1. Allocating costs to functions of service, including:

Water

- **Customer Service:** Costs of utility billing and customer service, which generally do not vary with meter size or water usage
- **Base Capacity:** Costs attributable to providing capacity to meet average water demands
- **Peak Capacity:** Costs associated with providing incremental capacity to meet peak demands
- **Fire Suppression:** Costs related to providing capacity for fire suppression, including direct facilities (e.g. hydrants) and the oversizing of other facilities (e.g. reservoirs, mains, pump stations)

Sewer

- **Customer Service:** Costs of utility billing and customer service, which generally do not vary with meter size or water usage
- **Flow:** Costs attributable to providing capacity to convey sewer flows to treatment facilities
- **Strength:** Costs associated with providing capacity to treat wastewater of varying strengths, typically measured in terms of:
 - Biochemical Oxygen Demand (BOD)
 - Suspended Solids (SS)
 - Total Kjeldahl Nitrogen (TKN)
 - Total Phosphorus (TP)

2. Distributing the costs assigned to each service function to customer classes (e.g. single-family, multi-family, commercial, irrigation) based on their demands and service requirements.

This analysis will define each customer class' equitable share of the water and sewer utilities' costs, providing a basis for class-specific rate adjustments. Task 3 will also include the development of an allocation of costs to the Farm property, which has historically paid for water under a separate service agreement. This allocation will support the City's efforts to renegotiate the terms of service for the Farm property, ensuring that it contributes equitably to system costs.

Task 4: Sewer Rate Structure Analysis

Under the City's current sewer rate structure, schools pay sewer charges based on the number of students in attendance (determined via an annual survey certified by the school superintendent). Task 4 includes the development of up to three (3) alternative sewer rate structures that recover costs equitably from schools, based on the allocation developed in Task 3.

Task 5: Documentation

Task 5 includes the development of a technical memo documenting the study's methodology, key assumptions, results, and recommendations. This memo will serve as supporting documentation for the recommended rates, also providing the City with a foundation for future updates. FCS GROUP will submit a draft to the City and will revise it to incorporate the City's input.

Task 6: Meetings & Public Process

Task 3 contemplates our attendance and participation in one (1) onsite study session with the City Council to answer questions and present study findings. For any additional meetings requested by the City, we propose to bill based on time and materials expended. We anticipate that such meetings could cost up to \$2,500 each, depending on the number of attendees and level of effort involved (e.g. developing a presentation).

Task 7: On-Call Consulting Services

The City has requested support in negotiations with major stakeholders (e.g. Lamb Weston, the Washington State Department of Corrections) regarding the applicable charges for utility service. Task 7 includes a provision for on-call consulting services, which will cover this issue as well as other topics of interest to the City.

Budget

The proposed level of effort to complete the Utility Rate Update is shown below.

City of Connell Utility Rate Update							
Task Detail	Mtgs	Sanchez Principal	Gonzalez PM	Sr. Analyst	Admin Support	Total Hours	Budget Estimate
Task 1 Project Initiation and Data Collection			4	4	6	14	\$1,810
Task 2 Revenue Requirement Analysis		4	12	32	0	48	\$7,740
Task 3 Water/Sewer COSA		4	40	60	0	104	\$16,840
Task 4 Sewer Rate Structure Analysis		2	12	24	0	38	\$6,100
Task 5 Documentation		4	6	16	0	26	\$4,390
Task 6 Meetings & Public Process	1	2	12	8	0	22	\$3,860
Task 7 On-Call Consulting Services		4	18	4		26	\$4,930
Labor Total		\$5,200	\$19,240	\$20,720	\$510		\$45,670
Expenses							\$440
Total Cost Estimate							\$46,110
Cost Summary							
Total Hours		20	104	148	6	230	
Billing Rate		\$260	\$185	\$140	\$85		

EXHIBIT B: FINANCIAL CONSULTING SOLUTIONS GROUP, INC. FEE SCHEDULE**LABOR**

<u>Name</u>	<u>Title</u>	<u>Billing Rate</u>
Angie Sanchez Virnoche	Principal	\$260.00
Chris Gonzalez	Project Manager	\$185.00
TBD	Senior Analyst	\$140.00
Diane Harmon	Accounting Manager	\$85.00
Amanda Smith	Office/Project Assistant	\$85.00

DIRECT EXPENSES

Direct Expenses will not be charged for ordinary project-related expenses. For any client-requested extraordinary expenses, specific terms will be established prior to expenditure and billing.



City of Connell

**EASTERN
WASHINGTON'S
HARVESTLAND**

MEMORANDUM

DATE: JUNE 1, 2020

TO: MAYOR AND COUNCILMEMBERS

FROM: MARIA PEÑA, CITY ADMINISTRATOR

RE: WASHINGTON STATE DEPT OF COMMERCE GRANT FUNDING

City Administrator Maria Peña will present the attached Interagency Agreement during Monday's meeting.

This Agreement under the CARES Act, provides the Coronavirus Relief Fund for Local Governments & may be used to cover costs that are necessary expenditures incurred due to the public health emergency due to COVID-19.

Recommendation: Council move to authorize the contract to receive grant funds in the total amount of \$165,000 for costs incurred due to the public health emergency of COVID-19 during the period of March 1, 2020 thru October 31, 2020.

Coronavirus Relief Funds for Local Governments Contract Working Papers

Local Government Name: Connell
COM Contract Number: 20-6541C-149
COM Short Code: CV20149
Grant Amount: \$165,000

Instructions:

Before you can receive funds a contract will need to be executed between your local governmental entity and the state. Please follow these steps to get the contracting process started:

1. Completely fill out the survey questions by typing your responses in the electronic version of this form;
2. Compile and email these documents to: Amanda Sieler at amanda.sieler@commerce.wa.gov

All grantees are required to set up an SWV number so funds may be sent electronically. Please find detailed instructions here: [Office of Financial Management](#). It may take up to three weeks after you submit this information for an electronic transfer account to be set up. You may immediately submit your contract readiness survey to us; we will automatically receive your SWV number from the office that sets them up.

Thank you for your assistance in making this contract-writing process as quick and easy as possible!

If you have any questions or need additional information, please contact Amanda Sieler, at amanda.sieler@commerce.wa.gov or (360) 791-1228.

GRANTEE INFORMATION

* Required Field

1		<i>List the contact information for the person who will administer the grant once the contract is signed. Grant documents and correspondence will be sent to this person.</i>
	First Name:	
	Last Name:	
	Title:	
	E-mail Address:	
	Telephone Number:	
2		Street Address:
		City:
		Zip Code:
3		Statewide Vendor (SWV) number:
4		Your Federal Indirect Rate:
5		Your fiscal year end date:
6		<i>List the name and title for the person authorized by this organization to sign the contract.</i>
	First Name:	
	Last Name:	
	Title:	



Interagency Agreement with

«Organization»

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

TABLE OF CONTENTS

Special Terms and Conditions

1.	Authority.....	1
2.	Acknowledgement of Federal Funding.....	1
3.	Contract Management.....	1
4.	Compensation.....	1
5.	Expenses.....	1
6.	Indirect Costs.....	1
7.	Billing Procedures and Payment.....	1
8.	Audit.....	2
9.	Debarment.....	3
10.	Laws.....	3
11.	Order of Precedence.....	4

General Terms and Conditions

1.	Definitions.....	5
2.	All Writings Contained Herein.....	5
3.	Amendments.....	5
4.	Assignment.....	5
5.	Confidentiality and Safeguarding of Information.....	5
6.	Copyright.....	6
7.	Disputes.....	6
8.	Governing Law and Venue.....	6
9.	Indemnification.....	7
10.	Licensing, Accreditation and Registration.....	7
11.	Recapture.....	7
12.	Records Maintenance.....	7
13.	Savings.....	7
14.	Severability.....	7
15.	Subcontracting.....	7
16.	Survival.....	8
17.	Termination for Cause.....	8
18.	Termination for Convenience.....	8
19.	Termination Procedures.....	8
20.	Treatment of Assets.....	9
21.	Waiver.....	10

Attachment A, Scope of Work.....	11
Attachment B, Budget & Invoicing.....	13
Attachment C, A-19 Certification.....	14
Attachment D, A-19 Activity Report.....	16

FACE SHEET

Contract Number: «Contract_Number»

**Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments**

1. Contractor «Organization» «Address» «City», Washington «Postal_Code»		2. Contractor Doing Business As (optional)	
3. Contractor Representative «First» «Last» «CDBG_ContractsTitle» «CDBG_ContractsPhone_Number» «Email»		4. COMMERCE Representative «Full_Name» P.O. Box 42525 Project Manager 1011 Plum Street SE «LU_Project_ManagerPhone_Number» Olympia, WA 98504-2525 Fax 360-586-5880 «Mgr_Email»	
5. Contract Amount «Amount»	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date March 1, 2020	8. End Date October 31, 2020
9. Federal Funds (as applicable) «Amount»	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.999	Indirect Rate (if applicable): «Indirect_Rate»
10. Tax ID # «TIN_Number»	11. SWV # «SWV_Number»	12. UBI # «UBI_Number»	13. DUNS # «DUNS_Number»
14. Contract Purpose To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report			
FOR CONTRACTOR _____ «Sig_Auth_Whole_Name», «Sig_Authority_Title» _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
 - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **FIRST LAST NAME**, am the **TITLE** of **LOCAL GOVERNMENT**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **COMMERCE CONTRACT NUMBER** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **REPORT PERIOD FROM A-19**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
 - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION
Page 2 of 2

6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.

7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

Printed Name

Title

Signature

Date:

CRF A-19 Activity Report
INSTRUCTIONS

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in Column F for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - Enter the report period into Cell D1 of the A-19 Activity Report.
 - a This should match the report period entered on the corresponding A-19
 - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
 - a Providing a brief description of the specific activities performed.
 - b Identifying specific populations served.
 - c Identifying specific programs created or utilized.
 - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
 - a Enter a Title for other expenses added within the appropriate budget category.
 - b Enter titles into Cells: D10, D19, D27, D36, and D41.
 - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
 - a Enter a Title for these "other" expenses within budget category 6.
 - b Enter titles into Cells D44 - D48.
 - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

Eligible Expenditures		Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses					
A.	Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B.	Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C.	COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D.	Emergency medical response expenses	\$ -	\$ -	\$ -	
E.	Telemedicine capabilities	\$ -	\$ -	\$ -	
F.	Other	\$ -	\$ -	\$ -	
	Sub-Total:	\$ -	\$ -	\$ -	
2 Public Health Expenses					
A.	Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B.	Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C.	Decontaminating public areas and other facilities	\$ -	\$ -	\$ -	
D.	Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E.	Public safety measures undertaken	\$ -	\$ -	\$ -	
F.	Quarantining individuals	\$ -	\$ -	\$ -	
G.	Other	\$ -	\$ -	\$ -	
	Sub-Total:	\$ -	\$ -	\$ -	
3 Payroll expenses for public employees dedicated to COVID-19					
A.	Public Safety	\$ -	\$ -	\$ -	
B.	Public Health	\$ -	\$ -	\$ -	
C.	Health Care	\$ -	\$ -	\$ -	
D.	Human Services	\$ -	\$ -	\$ -	
E.	Economic Development	\$ -	\$ -	\$ -	
F.	Other	\$ -	\$ -	\$ -	
	Sub-Total:	\$ -	\$ -	\$ -	
4 Expenses to facilitate compliance with COVID-19 measures					
A.	Food access and delivery to recipients	\$ -	\$ -	\$ -	
B.	Distance learning tied to school closings	\$ -	\$ -	\$ -	
C.	Telework capabilities of public employees	\$ -	\$ -	\$ -	
D.	Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E.	COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F.	Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G.	Other	\$ -	\$ -	\$ -	
	Sub-Total:	\$ -	\$ -	\$ -	
5 Economic Supports					
A.	Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B.	Payroll Support Programs	\$ -	\$ -	\$ -	
C.	Other	\$ -	\$ -	\$ -	
	Sub-Total:	\$ -	\$ -	\$ -	
6 Other COVID-19 Expenses					
A.	Other	\$ -	\$ -	\$ -	
B.	Other	\$ -	\$ -	\$ -	
C.	Other	\$ -	\$ -	\$ -	
D.	Other	\$ -	\$ -	\$ -	
E.	Other	\$ -	\$ -	\$ -	
	Sub-Total:	\$ -	\$ -	\$ -	
TOTAL:		\$ -	\$ -	\$ -	\$ -



Maria Peña, City Administrator
104 E. Adams, P.O. Box 1200 ♦ Connell WA 99326
(509) 234-2701 ext 1234 ♦ Fax: (509) 234-2704
www.cityofconnell.com

June 1, 2020

CITY ADMINISTRATOR'S REPORT

The following City Administrator's Report, while respectfully submitted to the Mayor and City Council, is provided and available to the general public to inform them of the status of City projects and activities. This report, as well as the monthly department reports, is placed on the City's website.

We are adjusting, the last few months have not been easy on anyone. When COVID-19 first hit us, we knew we had to carry on, not knowing how long this pandemic and its effects would last. Everyone has had to adjust to a new "normal" wondering if we would ever be able to go back to our old "normal". I would like to thank each and everyone of my staff for their dedication and perseverance. You have not only had to adjust and cope with COVID-19 at work, but at home as well, you all deserve Employee of the Month's awards!

Here is what I have been working on for the months of April and May:

- COVID-19
Participated in **numerous** COVID-19 calls, briefings, meetings etc. Benton Franklin Health Department provides daily briefings on COVID-19.

Participated in several meetings regarding COVID-19 funding for expenditures.

Monitoring revenue loss due to COVID-19.
- WorkSorce Provider meeting held via Teams discussed ideas for promotion of service available.
- Participated in the Local Pastors meetings. Discussed how they would be moving forward with services.
- Met remotely with Apollo in regard to submitting a proposal to council for cost savings to City facilities.
- Had communications with Representative Dye's office regarding flooding.
- Meeting with the Parents of the Class of 2020 regarding graduation.
- Working with several organizations regarding the safe opening of the pool.
- Held Finance Committee meeting.
- Working with staff to keep city staff safe and to put in place a plan for the safe opening of each of our facilities.



Connell Public Works

104 E. Adams, P.O. Box 1200 ♦ Connell WA 99326
(509) 234-6431 ♦ Fax: (509) 234-2704
E-Mail: htuck@connellwa.org



May 2020

P.W. Director's Report

What's happening in Public Works:

- 5/4/20 Department Head Meeting
- 5/4/20 City Council Meeting
- 5/5/20 Teleconference call with local decision makers
- 5/7/20 Teleconference TAC meeting
- 5/7/20 Teleconference call with BFHD, CBHA, Lamb Weston, NFSD, City of Mesa and City of Kahlotus
- 5/12/20 Teleconference call with local decision makers
- 5/13/20 Teleconference meeting with Apollo Solutions group on power saving study
- 5/13/20 Teleconference call with BFHD, CBHA, Lamb Weston, NFSD, City of Mesa and City of Kahlotus
- 5/18/20 Dealt with flooding in town caused by heavy rains
- 5/19/20 Teleconference call with local decision makers
- 5/20/20 Teleconference call with BFHD, CBHA, Lamb Weston, NFSD, City of Mesa and City of Kahlotus
- 5/21/20 Conference call with Ruth from Mary Dye's office
- 5/21/20 Budget meeting via Conference call
- 5/26/20 5th and Franklin water line project started
- 5/26/20 Teleconference call with local decision makers
- 5/27/20 Teleconference call with BFHD, CBHA, Lamb Weston, NFSD, City of Mesa and City of Kahlotus
- 5/19-23/20 Crews cleaned up city following the flood on the 18th
- Crew started installing new doors at Park bathroom facilities
- Public Works crew has continued doing a great job at keeping the cities "normal" operations running throughout this pandemic while being short staffed



OFFICE OF THE CITY CLERK AND TREASURER

Marissa Ortiz, City Clerk

(509) 234-2701 ext. 1232 ♦ Fax: (509) 234-2704 ♦ mortiz@connellwa.org

May Monthly Report

This monthly report will emphasize some of the key functions that have been completed by this office.

- Prepared, published, and posted City Council Meeting Agendas/Notices.
- Received 1 Public Record requests for the month of May.
- To help lessen challenges to city business, I have added new online city forms onto our website to ensure efficiency during this difficult time.
- City Treasurer Bernal held a remote Finance Meeting with the Finance Committee, reviewing the Treasurer's Report for April.
- Accounting Clerk Alvarado has been actively online ordering disinfectant cleaning supplies for prevention measures from COVID-19.
- 13 active business license applications submitted for May 2020.
- 2 City employees have been targeted for fraudulent unemployment claims for benefits.
- City staff brainstormed together to develop plans and prepare for a safe reopening of City Hall.
- Staff continues to participate in several webinars related to the COVID-19 Pandemic.
- Thank you to Public Works crew & city staff for the cleanup done following a heavy rainstorm.
- Congratulations to the graduating class of 2020 and to the recipient of the Anderson Perry & Associates Scholarship Award.



CONNELL POLICE DEPARTMENT

104 E Adams Street / P.O. Box 187
Connell, WA 99326
Tel: (509) 234-4141 / Fax: (509) 234-4140
Email: cpd@connellwa.org
Chris G. Turner, Chief of Police



May 2020 Department Report

273 Calls for Service

9-Vehicle Unlocks	11-Animal	16-Assists for other agencies	5-Field Contacts
31-Extra Patrol	1-Assault	1-Burglary	3-Fraud
11-Follow-up	5-MVA	1-Fireworks	1-Warrants
1-Lost/Found Property	10-Disturbances	1-Malicious Mischief	2-Loud Music/Noise
1-Hazard	5-Parking	4-Welfare Check	12-Suspicious
17-Citizen Assists	6-Trespass	9-Juvenile	2-Disabled Vehicle
1-Alarms	6-911 Hang-up		

69-Traffic (1-Criminal Citations & 13-Infractions)

Criminal

1-DWLS

Infractions

2-No Insurance
6-Speeding
1-NVOL w/ID
2-Seatbelt
1-Fail to Stop at Stop Sign
1-Dog at Large 2nd Offense

In between counter contacts, phone calls, emails, visits, and patrolling we also did the following:

- 5/4 Attended council meeting.
- 5/12 Attended teleconference with Benton Franklin Health.
- 5/13 Attended teleconference with Emergency Management.
- 5/20 Attended teleconference with Emergency Management.
- 5/23 Attended department firearms training.
- 5/27 Attended teleconference with Emergency Management.