



McCleary City Council Agenda

05/27/2020- 6:30PM

Flag Salute

Roll Call: ___ Pos. 1-Amsbury, ___ Pos. 2-Huff , ___ Pos. 3- Heller, ___ Pos. 4- Blankenship, ___ Pos. 5- Iversen

Presentation	<input type="checkbox"/>	
Executive Session	<input type="checkbox"/>	
Public Hearing	<input type="checkbox"/>	
Mayor Comments	<input type="checkbox"/>	
Public Comment	<input type="checkbox"/>	
Minutes	<input type="checkbox"/>	Tab A Minutes
Approval of Vouchers	<input type="checkbox"/>	Tab B Accounts Payable May 1-15
	<input type="checkbox"/>	Tab C COVID Expenditures
	<input type="checkbox"/>	
Staff Reports	<input type="checkbox"/>	Tab D Chris Coker
	<input type="checkbox"/>	E Water/WW, Public Works, Finance
Old Business	<input type="checkbox"/>	
New Business	<input type="checkbox"/>	Tab F COVID-19 Update
	<input type="checkbox"/>	Tab G Video Surveillance Policy
	<input type="checkbox"/>	Tab H Coronavirus Relief Funds
	<input type="checkbox"/>	
	<input type="checkbox"/>	
Ordinances	<input type="checkbox"/>	
Resolutions	<input type="checkbox"/>	Tab I Sanctuary City
Contracts	<input type="checkbox"/>	
	<input type="checkbox"/>	
Mayor/Council Comments	<input type="checkbox"/>	
Public Comments	<input type="checkbox"/>	
Adjourn/Recess Meeting	<input type="checkbox"/>	

[WebEx Link](#)

Join By Phone: +1-408-418-9388

Meeting number (access code): 126 278 8832

Meeting password: MCCcouncil52720 (62226862 from phones and video systems)

Please turn off Cell Phones- Thank you

Americans with Disabilities Act (ADA) Accommodation is Provided Upon Request

The City of McCleary is an equal opportunity provider and employer.

La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador

TAB - A

CITY OF MCCLEARY
Regular City Council Meeting
Wednesday, May 13, 2020

ROLL CALL AND FLAG SALUTE Due to the COVID-19 Pandemic state-wide Stay Home, Stay Healthy mandate, the City Council held their meeting electronically through WebEx Meetings. Councilmembers Present were: Jenna Amsbury, Brycen Huff, Jaron Heller, Ben Blankenship and Joy Iversen. Mayor Brenda Orffer was also present.

ABSENT None.

PUBLIC HEARING None.

STAFF PRESENT Present at the meeting were Clerk-Treasurer Wendy Collins, Public Works Director Todd Baun, Police Chief Steve Blumer and City Attorney Chris Coker.

EXECUTIVE SESSION None.

MAYOR COMMENTS The Mayor introduced Sefo Nansen, the new Police Officer for the city. He comes from Squaxin Tribe.

All the crews and office staff are back except for Light and Power. The power crew should be back 100% next week after working out a social distancing plan.

The Finance Department has worked hard to get all of the accounting current so we know what the Covid-19 expenditures have been to date.

Mayor Orffer reported on some items the city has recently purchased. She requested new wastebaskets for the cemetery. Todd ordered a new large dropbox for both utility payments and for small packages to be dropped in to prevent additional contact. She said we also bought security cameras that are hung in different areas around town. An office space is being added to the public works department and the police remodel is almost finished.

PUBLIC COMMENT Councilmember Blankenship asked Todd where the treatment plant chemicals come from and Todd didn't know. He asked Todd to check to see if they are from China. He is concerned about the potential issue of not receiving shipments when needed and thinks it is a good idea to have an alternative company from a different location other than China.

Councilmember Blankenship asked if we are looking into refinancing our loans with the interest rates being so low. Todd said we are looking into it and so far, he has reached out to Chase Bank, Timberland and some other banks around Olympia. He said one of our loans goes out 40 years and the banks may consider giving a lower interest rate but not go out more than 20 years. It all depends on what they come back with. We reached out to Peter McMillen from USDA to see if we can refinance through USDA and he said no, they do not refinance their existing loans. Councilmember Blankenship would like the Council to receive an update on the status at the next meeting.

Councilmember Blankenship asked what the status is on when the park will be opening. Mayor Orffer spoke with Chris Coker about this and they believe with proper signage, we could open it. She wanted to ask the Council whether they prefer to open up the park bathrooms or put up portable restrooms. If we went with portable restrooms, they would be maintained by the company. Councilmember Iversen is concerned about the germs from kids sharing equipment. Councilmember Blankenship doesn't object to portable toilets and supports whatever is easiest. He added that UV light and heat kills the virus so mother nature will help with that. He also wants to see the basketball court and pickle ball court opened up. Councilmember Amsbury remembers the transit station having problems with the portable restroom and wonders if they will be vandalized the same as before, plus, she stated the portable restrooms are just as dirty as the park bathrooms. Councilmember Huff votes to open the bathrooms at the park and not use temporary restrooms. Councilmember Heller and Councilmember Iversen both agreed to opening the park as long as we have proper facilities for handwashing and appropriate signage.

Chris Coker said the liability issue is unknown but he doesn't think liability would apply to opening up the park. Councilmember Iversen stated that people that are afraid to use it will stay home and Councilmember Amsbury agreed and said people would have to use at their own risk and it would be hard to monitor. Chris replied to not monitor it. Mayor Orffer will discuss with the EOC group tomorrow and let them know the Council prefers to open the park and restrooms.

CITY ATTORNEY REPORT

Chris Coker continues to work with the Mayor on emergency protocols and legal process. He reported Grays Harbor had their first Zoom Hearing yesterday so they are gearing up for online court. It makes it a little easier for McCleary because we utilize the County Court.

DIRECTOR OF PUBLIC WORKS
REPORT

Todd provided a written report for the Council.

MINUTES APPROVED

Councilmember Iversen noticed a sentence was cut short on their copy of the minutes and asked if it was made in the final copy. Wendy responded it was corrected. **It was moved by Councilmember Blankenship, seconded by Councilmember Heller to adopt the minutes from the April 22, 2020 meeting. Motion Carried 5-0.**

VOUCHERS

Accounts Payable checks approved were 47704 - 47734 including EFT's, in the amount of \$43,357.79.

Payroll checks approved were 47650 - 47746 including EFT's, in the amount of \$219,015.52.

Councilmember Amsbury asked about an excavator and dozer rental. The City has had an agreement with the County and she wanted to know if the city ever rents from the County and Todd said no, we do not ever rent from the county. If we need equipment, we pay for the equipment and an operator from the county to perform the job. **It was moved by Councilmember Iversen, seconded by Councilmember Heller to approve the vouchers. Motion Carried 5-0.**

COVID-19 UPDATE

Councilmember Amsbury read on Wendy's report that they have been completing some of the FEMA Emergency Courses online and she was reviewing what we have been charging as Covid-19 related expenses. She stated she has been receiving conflicting messaging on what qualifies and what doesn't qualify as covid-19, regarding reimbursements. She is under the impression only overtime pay and emergency responder pay is allowable but not regular wages. She wondered if any information on this came up in those trainings. Chief Blumer said that is wrong. He said on a supplemental FEMA 4481 public assistance grant is overtime or backfill. We are not in recovery yet, when we are, we will ask for all of it. All the supplemental grants have different requirements and so does the CARES act money. All money given to the state for the CARES Act must follow Federal guidelines because they are the originators, not the state. The state has been trying to set deadlines and they can't. The federal guidelines should be coming out next week. He said any police and fire salaries will be reimbursable but that is a whole different FEMA grant.

Councilmember Amsbury said the CARES Act has an extensive list of grants available, which includes grants for businesses and she hopes the Council can discuss programs and provide input on how to spend the \$53,000 the city will be receiving from the CARES Act. Councilmember Blankenship said there are a lot of grants we are missing out on and he had a lengthy discussion with John Taylor today. We could use our food bank for food distribution and we missed out on that. He thinks as a city we have to decide how to move forward on this. He said to Councilmember Amsbury he sees she is getting conflicting information from GH Emergency Management compared to what Squaxin Tribe Emergency Management is giving him. He cautioned Councilmember Amsbury because squaxin already secured 7.9 million for the tribe over this. If we are in a state of emergency, all of that time is reimbursable. When we go into recovery mode, is when we apply for it.

Chief Blumer said the reimbursement amount is 87.5%. The state is going to reimburse us for 12-1/2%. If it exceeds 1.1 billion dollars, they will put in a special request and we will receive 90% and the federal government will drop to 10%. He said there is a lot of grants out there and he is trying to follow them all but he has his other job. Because the city isn't attached to the food bank, he didn't follow that one unfortunately. He can only follow what the city is able to receive reimbursement. He has a lot of meetings and he has a weekly meeting with the White House. He has meetings every day. Mayor Orffer said there is so much information out there.

Councilmember Blankenship asked Mayor Orffer if she has heard any more from Grays Harbor County about opening up under Phase 2 and she said she has not. Mayor Orffer asked Councilmember Amsbury if she's heard any updates and she said their goal is for the IMT group to have a recommendation to the County Health Officer and for him to hopefully make a recommendation to the Board of Health, which is the County Commissioners. A meeting is set up for Monday with the Board of Health at 1:00 pm and one with the County Commissioners right after that at 2:00 pm. The Commissioners want to work through the variance quickly. Councilmember Iversen took some AWC courses and one of the time frames she learned about is there is a timeframe required between the last reported case and when you can apply for the variance to reopen. Mayor Orffer said it is three weeks. We made it to that point when a new case was reported.

Councilmember Amsbury stated the beach approaches are supposed to open up tomorrow. This is separate from Phase 2. It goes along with recreation opening up. The City of Ocean Shores made the decision to open up the beach approaches.

Councilmember Blankenship stated, we have to have our own plan in place in case we do get an outbreak. If we decide to apply to move to Phase 2, part of the State Health Department's requirement is that we have our plan in place. We would attach our Emergency Management Plan to the measures we plan on taking allowing our businesses to open.

SUMMER COUNCIL MEETING
SCHEDULE

The Council set their summer schedule earlier this year and chose to hold one meeting a month for the months of June, July, August and September. The Council prefers meeting twice a month for the months of June and July until they know more about whether the county will be opening up or not. Wendy will notify the Daily World of the change.

SURPLUS VEHICLE

The city has a 2005 Chevy Impala that needs to be surplused. The Washington State Patrol Chaplin's Association has expressed they want the car. Councilmember Iversen has no problem donating it, if we can. Councilmember Amsbury asked if we are allowed to donate the vehicle or would it be viewed as gifting city funds? Chris Coker will double check but he thinks we can donate it and he asked if the city knows the current value. Councilmember Amsbury stated it needs to go for fair market value and not a low amount like a dollar. Chris Coker will prepare a resolution for the next meeting to either surplus and sale the vehicle or surplus and donate, pending on his legal review of donations. **It was moved by Councilmember Blankenship, seconded by Councilmember Iversen to surplus the 2005 Chevy Impala. Motion Carried 5-0.**

LOCAL AGENCY AGREEMENT
SUPPLEMENT #4

This is the final supplement from the Department of Transportation. **It was moved by Councilmember Amsbury, seconded by Councilmember Blankenship to authorize the Mayor to sign and accept the Final Department of Transportation Supplement. Motion Carried 5-0.**

PUBLIC COMMENT

Councilmember Amsbury asked if the Council is going to get a copy of the updated Emergency Management Plan and Mayor Orffer said she will have an updated copy for the next meeting, along with information on the CARES money, where the chemicals for the treatment plant are manufactured, and an update on refinancing the loans.

Councilmember Amsbury asked how we went about the camera purchase. She stated at Grays Harbor County, they received a finding of not handling the purchase of cameras as a Public Works project. Todd said the cost didn't meet the threshold. Chris Coker asked Todd if he bought just a couple of cameras and Todd replied, yes.

Councilmember Iversen said people expressed their appreciation for the noise and recognitions throughout town during the scheduled essential employees noise rally. She said she wasn't sure who put up the smaller signs but they were nice. Todd replied he caught them on the city camera so he knows who they are.

MEETING ADJOURNED

It was moved by Councilmember Iversen, seconded by Councilmember Heller to adjourn the meeting at 7:38 pm. The next meeting will be Wednesday, May 27, 2020 at 6:30 pm. Motion Carried 5-0.

Approved by Mayor Brenda Orffer and Clerk-Treasurer Wendy Collins.

TAB - B

WARRANT/CHECK REGISTER

City Of McCleary

Time: 10:45:42 Date: 05/19/2020

MCAG #: 0344

05/01/2020 To: 05/15/2020

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1725	05/15/2020	Claims	1	EFT	Bonneville Power Administration	125,927.00	Power & Transmission
1726	05/15/2020	Claims	1	47747	A2Z Cleaning Professionals	300.15	April Cleaning Svcs.
1727	05/15/2020	Claims	1	47748	Amazon Capital Svcs.	1,204.10	Cable; Monitor; Webcam; Extension Cable; Cameras; Monitor; Cable
1728	05/15/2020	Claims	1	47749	AUS Everett Lockbox Aramark	87.44	Rug Svc.; Rug Svc.
1729	05/15/2020	Claims	1	47750	ArchiveSocial	2,388.00	Archiving
1730	05/15/2020	Claims	1	47751	Atco International	185.00	Hand Sanitizer
1731	05/15/2020	Claims	1	47752	BHC Consultants	2,631.55	Building Inspection Svcs.; Building Inspection Svcs.
1732	05/15/2020	Claims	1	47753	Bayview Building Material	508.08	Sprayer, Oil, Blades, Miraclegro, Edger Blade; Round Up, Drill Bits; Screws, Roller Covers, Bits, Supplies
1733	05/15/2020	Claims	1	47754	Bayview Redi-Mix		Incorrect Vendor
1734	05/15/2020	Claims	1	47755	Brown & Kysar Inc.	4,081.00	Capital Improvement Plan
1735	05/15/2020	Claims	1	47756	Cascade Natural Gas	201.98	CC; #D; Kitchen
1736	05/15/2020	Claims	1	47757	CenturyLink	740.36	300529719
1737	05/15/2020	Claims	1	47758	Cintas Fire	642.41	Service Call
1738	05/15/2020	Claims	1	47759	City of McCleary	11,075.76	Utility Bills
1739	05/15/2020	Claims	1	47760	Comcast	230.12	8498 37 009 0008664; 8498 37 009 0035840; 8498 37 009 0136911
1740	05/15/2020	Claims	1	47761	Comcast	1,044.28	963166131
1741	05/15/2020	Claims	1	47762	Kyle & Susan Cook	335.97	008460.8 - 511 S3RD ST
1742	05/15/2020	Claims	1	47763	Department of Commerce	105,252.34	Well 2 & 3 Improvements; Wastewater Treatment Plant Upgrade
1743	05/15/2020	Claims	1	47764	EGH Disposal	1,084.39	Garbage
1744	05/15/2020	Claims	1	47765	Fastenal Company	800.10	Paper Towel Dispensers; Towels; Ear Plugs, Gloves
1745	05/15/2020	Claims	1	47766	Ferguson Enterprises, Inc #3007	56.71	Wire
1746	05/15/2020	Claims	1	47767	Fire District # 5	8,260.73	May Ambulance Fee
1747	05/15/2020	Claims	1	47768	GH Co Health Department	127.06	Q1 Liquor Tax 2020
1748	05/15/2020	Claims	1	47769	General Pacific Inc	3,417.97	Arm, Arming, Bolt; Masks; PVC Adapters; Masks; Wedge Clamp, Conn. Split Bolt
1749	05/15/2020	Claims	1	47770	Jamie Glerup	5.28	006600.7 - 201 WPINE ST
1750	05/15/2020	Claims	1	47771	Gordon's Select Market	34.83	Water; Dish Soap, Water; Water; Water
1751	05/15/2020	Claims	1	47772	Grainger	78.80	Frame, Punch Down Tool
1752	05/15/2020	Claims	1	47773	Grays Harbor Communications	5,428.66	May
1753	05/15/2020	Claims	1	47774	Grays Harbor District Court #1	1,725.00	March Contract Fees; Contract Fees - April
1754	05/15/2020	Claims	1	47775	H.D. Fowler Company	2,485.75	Elbows, Plugs, Adapters, Supplies
1755	05/15/2020	Claims	1	47776	Hach Company	610.88	Colorimeter
1756	05/15/2020	Claims	1	47777	Ingram, Zelasko & Goodwin LLP	700.00	Public Defender Contract
1757	05/15/2020	Claims	1	47778	Inland Environmental Res.	1,684.55	Magnesium Hydroxide
1758	05/15/2020	Claims	1	47779	JD Tech Solutions	1,905.96	IT Svcs.
1759	05/15/2020	Claims	1	47780	Jenna R Jarvis	84.60	2020 Clothing Allowance
1760	05/15/2020	Claims	1	47781	Jerrie L & Sally Eaton Trust	553.56	Fire Station Property
1761	05/15/2020	Claims	1	47782	Kelley Connect	359.70	Copier
1762	05/15/2020	Claims	1	47783	LeMay Mobile Shredding	117.90	Shredding; Shredding
1763	05/15/2020	Claims	1	47784	May, Ersel	144.60	Medicare
1764	05/15/2020	Claims	1	47785	Mountain Mist	36.68	Water; Water
1765	05/15/2020	Claims	1	47786	Northstar Chemical, Inc	418.18	Sodium Hypochlorite
1766	05/15/2020	Claims	1	47787	Ogden Murphy Wallace	650.00	April - General Labor Negotiation
1767	05/15/2020	Claims	1	47788	One Call Concepts, Inc.	17.12	Excavation Notifications
1768	05/15/2020	Claims	1	47789	Petro Card	56.97	Fuel
1769	05/15/2020	Claims	1	47790	Pollard Water	421.66	Drill Bits, Drill
1770	05/15/2020	Claims	1	47791	Ricoh	323.87	Copier; Scanner

WARRANT/CHECK REGISTER

City Of McCleary
MCAG #: 0344

05/01/2020 To: 05/15/2020

Time: 10:45:42 Date: 05/19/2020
Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1771	05/15/2020	Claims	1	47792	Ritz Safety	214.74	Safety Gear - Lisle; Safety Gear - Lisle
1772	05/15/2020	Claims	1	47793	Sound Publishing	75.76	Synopsis Of Ord 855 - Suspension Of Fees
1773	05/15/2020	Claims	1	47794	Tenelco	1,729.00	Transport Biosolids
1774	05/15/2020	Claims	1	47795	Misty Tolentino	159.52	012330.6 - 290 WILDCAT DR
1775	05/15/2020	Claims	1	47796	Umpqua Bank	5,668.93	MRSC Rosters; Chlorine; Webex; Jacknut - Masks; Home Depot - Hose Mender, Car Wash, Saw Blade, Yellow Paint; Tractor Supply - Air Hose Reel; Knox Company; Fast Signs - Vehicle Graphics; Shi - Subscrip
1776	05/15/2020	Claims	1	47797	WL Construction Supply	249.91	Garbage Cans
1777	05/15/2020	Claims	1	47798	Water Management Labs Inc	24.00	Water Testing
1778	05/15/2020	Claims	1	47799	Wesco Receivables Corp.	1,834.97	Knife, Light, Supplies
1779	05/15/2020	Claims	1	47800	Wex Bank	1,983.58	Fuel
1780	05/15/2020	Claims	1	47801	Whitney's Inc	118.28	Shifter; Screen Asy, Element, Sensor, Transmission Fluid
1781	05/15/2020	Claims	1	47802	Younglove & Coker	3,837.50	Monthly Retainer; Legal Svcs
1782	05/15/2020	Claims	1	47803	Zumar Industries	214.72	Steel Base
						16,170.79	
						1,070.24	
						19,984.17	
						138,206.39	
						90,379.60	
						29,483.76	
						944.51	
						8,298.50	
						<u> </u>	Claims: 304,537.96
* Transaction Has Mixed Revenue And Expense Accounts						304,537.96	

WE, the members of the City Council of the City of McCleary 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 the payment by the City of McCleary City Council.

DATED this _____ day of _____ 2020.

ATTEST:

X _____
Councilmember Huff

X _____
Councilmember Amsbury

X _____
Councilmember Heller

X _____
Councilmember Iversen

X _____
Councilmember Blankenship

TAB - C

2020 BUDGET POSITION

City Of McCleary
MCAG #: 0344

Time: 08:27:03 Date: 05/21/2020
Page: 1

119 COVID 19 Emergency Fund 01/01/2020 To: 12/31/2020

Expenditures	Amt Budgeted	Expenditures	Remaining
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511 Legislative

511 60 10 01	Legislative - Salaries And Wages	0.00	750.00	(750.00)	0.0%
511 60 20 01	Legislative - Personnel Benefits	0.00	92.48	(92.48)	0.0%
511 60 31 01	Legislative - Office & Operating Supplies	0.00	42.45	(42.45)	0.0%
511 Legislative		0.00	884.93	(884.93)	0.0%

513 Executive

513 10 10 01	Executive - Salaries And Wages	0.00	900.00	(900.00)	0.0%
513 10 20 01	Executive - Personnel Benefits	0.00	112.14	(112.14)	0.0%
513 10 31 01	Executive - Office & Operating Supplies	0.00	474.64	(474.64)	0.0%
513 10 41 01	Executive - Professional Services	0.00	0.00	0.00	100.0%
513 Executive		0.00	1,486.78	(1,486.78)	0.0%

514 Administration

514 10 10 01	Finance/Adminstration Salaries And Wages	0.00	4,041.75	(4,041.75)	0.0%
514 20 20 01	Finance/Admin Personnel Benefits	0.00	1,916.48	(1,916.48)	0.0%
514 20 31 11	Finance/Administration Supplies	0.00	334.05	(334.05)	0.0%
514 20 41 01	Finance/Admin Professional Services	0.00	1,384.35	(1,384.35)	0.0%
514 20 42 01	Finance/Administration Communications	0.00	1,172.89	(1,172.89)	0.0%
514 20 44 21	Finance/Administration Misc. Dues	0.00	25.00	(25.00)	0.0%
514 20 45 01	Finance/ Administration Rental/Lease Equipment	0.00	359.70	(359.70)	0.0%
514 20 46 01	Finance/Administration Advertising	0.00	38.33	(38.33)	0.0%
514 Administration		0.00	9,272.55	(9,272.55)	0.0%

518 Central Services

518 30 41 01	General Government Professional Services/Cleaning	0.00	91.74	(91.74)	0.0%
518 40 31 01	General Government Supplies-general	0.00	6.12	(6.12)	0.0%
518 Central Services		0.00	97.86	(97.86)	0.0%

521 Law Enforcement

521 20 10 03	Police Benefit Exchange	0.00	3,734.81	(3,734.81)	0.0%
521 20 10 04	Police Salaries And Wages	0.00	37,695.37	(37,695.37)	0.0%
521 20 20 01	Police Personnel Benefits	0.00	15,737.39	(15,737.39)	0.0%
521 20 23 01	Covid LEOFF1 Retirees Benefits	0.00	448.09	(448.09)	0.0%
521 20 31 01	Police Supplies	0.00	1,491.58	(1,491.58)	0.0%
521 20 31 11	Police Fuel	0.00	625.33	(625.33)	0.0%
521 20 41 01	Police Professional Services	0.00	713.72	(713.72)	0.0%
521 20 42 01	Police Communications	0.00	513.43	(513.43)	0.0%
521 Law Enforcement		0.00	60,959.72	(60,959.72)	0.0%

522 Fire Control

522 20 10 01	Fire - Salaries And Wages	0.00	505.50	(505.50)	0.0%
522 20 20 01	Fire - Personnel Benefits	0.00	11.94	(11.94)	0.0%
522 20 31 01	Fire - Supplies - Operating	0.00	8,185.14	(8,185.14)	0.0%
522 20 31 11	Fire Fuel	0.00	0.00	0.00	100.0%
522 20 41 01	Fire - Professional Services	0.00	1,319.17	(1,319.17)	0.0%

2020 BUDGET POSITION

City Of McCleary
MCAG #: 0344

Time: 08:27:03 Date: 05/21/2020
Page: 2

119 COVID 19 Emergency Fund 01/01/2020 To: 12/31/2020

Expenditures	Amt Budgeted	Expenditures	Remaining
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522 Fire Control

522 20 42 01	Fire Communications	0.00	24.15	(24.15)	0.0%
522 20 47 01	Fire Public Utility Serv.(City)	0.00	350.68	(350.68)	0.0%
522 70 10 01	Ambulance - Salaries And Wages	0.00	542.64	(542.64)	0.0%
522 70 20 01	Ambulance - Personnel Benefits	0.00	663.97	(663.97)	0.0%
522 70 31 01	Ambulance - Operating Supplies	0.00	15.16	(15.16)	0.0%
522 70 42 01	Ambulance - Communications	0.00	4.65	(4.65)	0.0%
522 70 44 01	Ambulance Advertising	0.00	0.00	0.00	100.0%
522 Fire Control		0.00	11,623.00	(11,623.00)	0.0%

524 Protective Inspections

524 20 10 01	Building - Salaries And Wages	0.00	452.60	(452.60)	0.0%
524 20 20 01	Building - Personnel Benefits	0.00	278.64	(278.64)	0.0%
524 20 31 01	Building - Operating Supplies	0.00	15.30	(15.30)	0.0%
524 20 41 02	Building - Professional Services	0.00	76.89	(76.89)	0.0%
524 20 42 01	Current Expense Communications	0.00	47.01	(47.01)	0.0%
524 20 50 01	Building Dept. Rental/Lease Equipment	0.00	27.96	(27.96)	0.0%
524 Protective Inspections		0.00	898.40	(898.40)	0.0%

531 Natural Resources

531 70 10 08	Storm Water - Salaries And Wages	0.00	8,043.96	(8,043.96)	0.0%
531 70 20 08	Storm Water - Personnel Benefits	0.00	4,604.36	(4,604.36)	0.0%
531 70 31 05	Storm Water - Operating Supplies	0.00	1,182.54	(1,182.54)	0.0%
531 70 38 08	Storm Water Rental/Lease Equipment	0.00	27.96	(27.96)	0.0%
531 70 41 08	Storm Water - Professional Services	0.00	1,211.63	(1,211.63)	0.0%
531 70 42 03	Stormwater Communications	0.00	38.67	(38.67)	0.0%
531 70 44 01	Stormwater Advertising	0.00	0.00	0.00	100.0%
531 70 48 02	Stormwater Vehicle & Equipment Repair & Maintenance	0.00	849.60	(849.60)	0.0%
531 Natural Resources		0.00	15,958.72	(15,958.72)	0.0%

533 Electric & Gas Utilities

533 80 10 01	Light & Power - Salaries And Wages	0.00	87,349.83	(87,349.83)	0.0%
533 80 20 01	Light & Power - Personnel Benefits	0.00	42,590.55	(42,590.55)	0.0%
533 80 31 04	Light & Power - Operating Supplies	0.00	778.00	(778.00)	0.0%
533 80 41 01	Light & Power - Professional Services	0.00	3,727.73	(3,727.73)	0.0%
533 80 42 01	Light & Power Communications	0.00	1,411.77	(1,411.77)	0.0%
533 80 44 01	Light & Power Advertising	0.00	0.00	0.00	100.0%
533 80 45 02	Light & Power Rental/lease Equipment	0.00	27.98	(27.98)	0.0%
533 Electric & Gas Utilities		0.00	135,885.86	(135,885.86)	0.0%

534 Water Utilities

534 70 10 01	Water - Salaries And Wages	0.00	29,018.64	(29,018.64)	0.0%
534 70 20 01	Water - Personnel Benefits	0.00	16,235.55	(16,235.55)	0.0%
534 70 31 03	Water - Operating-supplies	0.00	3,531.38	(3,531.38)	0.0%
534 70 41 01	Water - Professional Services	0.00	2,073.67	(2,073.67)	0.0%
534 70 42 01	Water Communications	0.00	814.02	(814.02)	0.0%
534 70 44 01	Water Advertising	0.00	0.00	0.00	100.0%
534 70 45 01	Water Rental/lease Equipment	0.00	27.96	(27.96)	0.0%
534 70 48 02	Water Repair And Maintenance	0.00	1,836.97	(1,836.97)	0.0%

2020 BUDGET POSITION

City Of McCleary
MCAG #: 0344

Time: 08:27:03 Date: 05/21/2020
Page: 3

119 COVID 19 Emergency Fund 01/01/2020 To: 12/31/2020

Expenditures	Amt Budgeted	Expenditures	Remaining
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534 Water Utilities

534 70 49 22	Water Miscellaneous Training	0.00	202.38	(202.38)	0.0%
534 Water Utilities		0.00	53,740.57	(53,740.57)	0.0%

535 Sewer

535 70 10 08	Sewer - Salaries And Wages	0.00	35,256.51	(35,256.51)	0.0%
535 70 20 08	Sewer - Personnel Benefits	0.00	19,296.61	(19,296.61)	0.0%
535 70 31 06	Sewer - Operating Supplies	0.00	7,633.70	(7,633.70)	0.0%
535 70 41 08	Sewer - Professional Services	0.00	5,418.90	(5,418.90)	0.0%
535 70 42 02	Sewer Communications	0.00	1,895.16	(1,895.16)	0.0%
535 70 44 02	Sewer Advertising	0.00	0.00	0.00	100.0%
535 70 45 11	Sewer Rental/lease Equipment	0.00	27.96	(27.96)	0.0%
535 70 48 02	Sewer Repair And Maintenance	0.00	1,469.59	(1,469.59)	0.0%
535 Sewer		0.00	70,998.43	(70,998.43)	0.0%

536 Cemetery

536 20 10 01	Cemetery - Salaries & Wages-Cemetery	0.00	1,100.92	(1,100.92)	0.0%
536 20 20 01	Cemetery - Personnel Benefits-Cemetery	0.00	522.38	(522.38)	0.0%
536 20 31 21	Cemetery - Operating Supplies	0.00	81.35	(81.35)	0.0%
536 20 41 01	Cemetery - Professional Services	0.00	138.53	(138.53)	0.0%
536 20 42 01	Cemetery Communications	0.00	0.14	(0.14)	0.0%
536 20 48 02	Cemetery Repair & Maintenance	0.00	80.37	(80.37)	0.0%
536 Cemetery		0.00	1,923.69	(1,923.69)	0.0%

542 Streets - Maintenance

542 30 10 01	Streets - Salaries And Wages	0.00	2,940.61	(2,940.61)	0.0%
542 30 20 01	Streets - Personnel Benefits	0.00	1,718.38	(1,718.38)	0.0%
542 30 31 01	Streets - Supplies	0.00	710.09	(710.09)	0.0%
542 30 42 01	Streets Communications	0.00	3.29	(3.29)	0.0%
542 30 45 01	Streets Rental/lease Equipment	0.00	27.91	(27.91)	0.0%
542 30 48 02	Streets Repair & Maintenance	0.00	275.55	(275.55)	0.0%
542 31 41 01	Streets - Professional Services	0.00	1,210.22	(1,210.22)	0.0%
542 Streets - Maintenance		0.00	6,886.05	(6,886.05)	0.0%

576 Park Facilities

576 80 10 01	Park Facilities - Salaries & Wages - Park Facilities	0.00	1,300.69	(1,300.69)	0.0%
576 80 20 01	Park Facilities - Personnel Benefits - Park Facilities	0.00	620.60	(620.60)	0.0%
576 80 31 21	Park Facilities - Operating Supplies	0.00	187.90	(187.90)	0.0%
576 80 41 01	Park Facilities - Professional Services	0.00	400.05	(400.05)	0.0%
576 80 42 01	Park Facilities - Communications	0.00	423.40	(423.40)	0.0%
576 80 47 01	Park Facilities - Utilities Services	0.00	166.74	(166.74)	0.0%
576 80 48 02	Park Facilities Repair & Maintenance	0.00	80.36	(80.36)	0.0%
576 Park Facilities		0.00	3,179.74	(3,179.74)	0.0%

594 Capital Expenditures

2020 BUDGET POSITION

City Of McCleary
MCAG #: 0344

Time: 08:27:03 Date: 05/21/2020
Page: 4

119 COVID 19 Emergency Fund 01/01/2020 To: 12/31/2020

Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures				
594 21 62 01 Capital Outlay - Buuilding - Police Remodel	0.00	1,298.78	(1,298.78)	0.0%
594 31 62 08 Storm Water - Capital Outlay Building	0.00	0.00	0.00	100.0%
594 34 63 03 Water - Capital Outlay Building	0.00	0.00	0.00	100.0%
594 35 63 02 Sewer - Capital Outlay Building	0.00	0.00	0.00	100.0%
594 36 63 02 Cemetery - Capital Outlay Building	0.00	0.00	0.00	100.0%
594 76 63 03 Park Facilities - Capital Outlay Building	0.00	0.00	0.00	100.0%
595 30 62 01 Streets - Capital Outlay Building	0.00	0.00	0.00	100.0%
594 Capital Expenditures	0.00	1,298.78	(1,298.78)	0.0%
Fund Expenditures:	0.00	375,095.08	(375,095.08)	0.0%
Fund Excess/(Deficit):	0.00	(375,095.08)		

2020 BUDGET POSITION TOTALS

City Of McCleary
MCAG #: 0344

Time: 08:27:03 Date: 05/21/2020

Page: 5

Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
119 COVID 19 Emergency Fund	0.00	0.00	100.0%	0.00	375,095.08	0%
	<u>0.00</u>	<u>0.00</u>	<u>100.0%</u>	<u>0.00</u>	<u>375,095.08</u>	<u>0.0%</u>

TAB - D

Younglove & Coker

A PROFESSIONAL LIMITED LIABILITY COMPANY

ATTORNEYS AT LAW

"SINCE 1974"

1800 COOPER POINT ROAD SW, BLDG 16, PO BOX 7846, OLYMPIA, WASHINGTON 98507-7846

TELEPHONE (360) 357-7791

FACSIMILE (360) 754-9268

OFFICE@YLCLAW.COM

Memorandum

TO: Mayor and City Council, City of McCleary
FROM: Christopher John Coker, City Attorney
DATE: May 19, 2020
RE: Significant Legal Activities as of May 19, 2020

Municipal Court:

Obviously municipal court proceedings have been on hold, or significantly reduced, since mid March. Currently Grays Harbor District Court (the City contracts Municipal Court services through GHDC) is sending out notices for Zoom appearances starting in June. The regularly scheduled calendar day is June 19. Grays Harbor has been handling some calendars via Zoom, and they have been a little rocky. June 19 will be the first Zoom calendar for McCleary Municipal Court. I expect court calendars to be longer and less efficient for the next few months. Court will likely start a little earlier (8:30) and will likely go into the afternoon for the first few months, as we try to play catch up. We continue to work with the court and the public defender to try to keep things as streamlined as possible.

General:

Because of the restrictions related to the modified OPMA the city is limited to performing only routine or necessary functions. As time goes on, I expect what will be defined as "routine" and or necessary will expand. Thus, if the council feels the need to move forward with some action, while I will remain generally conservative with my advice, I think we can move forward if the basis for moving forward with some action is adequately supported with recitals detailing the reasons. We are starting to see more and more of this in other cities.

Opening up the City is/will become more and more of an issue as time goes on. I am prepared to discuss options and am keeping my eye on what other cities are doing, and how they are being responded to by the Governor's Office. While I encourage moving forward toward re-opening, I caution the council and Mayor about making promises to the public that the city can't stand behind or enforce. The city cannot accept liability for or agree to indemnify private citizens. This would be considered a gift of public funds. In addition, the City has almost no authority over state agencies such as the Dept. of Labor and Industries and the Dept. of Health. At this stage, absent court intervention, if an individual or business within the city decides to violate the current stay at home order, that individual or business puts themselves at risk for significant monetary or other

administrative penalties, regardless of the city's position.

The frustrations that are being experienced are not unique to McCleary. My expectation is that by the time you are reading this memo Grays Harbor will have sought a waiver to move forward with the re-opening process. We will see.

If you have any questions or concerns regarding the above, or any other matters, please let me know.

TAB - E

City of McCleary
STAFF REPORT



To:	Mayor Orffer and City Councilmembers
From:	Wendy Collins, Clerk-Treasurer
Date:	May 27, 2020
Department:	Finance & Administration

Mayor and City Council,

The Finance Department is continuing to work full time and supporting residents and their needs. We have been scheduling appointments for services such as notary requests, faxing, copying, and animal licensing.

Most of our forms are available online and we have been very successful processing the majority of payment transactions, new customers, utility meter reading, and other tasks electronically. Our customers have been wonderful in working with us during the social distancing period and we are very thankful for their patience and willingness to work with us.

We have a daily schedule for cleaning at the end of the day to assure we are keeping our office clean and safe during the pandemic.

I have received fraud claims from the Employment Security Department for two of our employees. Both the employees, and myself, have been following the proper notification and reporting process. It's unfortunate people take advantage of others during times like these.

Tammie Wales painted the windows of City Hall with messaging thanking essential workers in various lines of work. She also painted the Library window congratulating the 2020 High School graduates. She did a beautiful job and not only sent a wonderful message to the community but the windows are cheerful and uplifting. I am happy to report we have been receiving positive feedback about them. I want to thank Brycen for helping me get in contact with Tammie.

Thank you,

Wendy

City of McCleary
STAFF REPORT



To:	Mayor Orffer and Council Members
From:	Steve Randich
Date:	May 19, 2020
Department:	Public Works

Mayor and Council,

I am happy to report that all personnel within the Public Works department are healthy and practicing safe social distancing at this time.

As it stands, the Public Works Dept is back to full staff practicing social distancing. Our weekly routine consists of all personnel reporting at 0700 a.m. until 1530p.m. All personnel are aware that priority tasks are currently on an "as needed" basis. Meaning, any job that may come up will be evaluated for personnel required and only the amount required will respond to complete each task.

We have also created a schedule to clean and organize the department. Each day prior to going home we spend 45 minutes disinfecting the city vehicles and any equipment that has been used, along with wiping down all computers and cleaning our office.

It is my hope that by taking these precautions we will be able to keep our crew safe and healthy. If you have any questions, comments or concerns please let me know.

Thank you,
Steve

STAFF REPORT

Date: May 27, 2020

To: Todd Baun, Director of Public Works

From: Kevin Trehwella, Water & Wastewater Manager

Subject: WWTP and Water Treatment Plant

At the Water & Wastewater Treatment plants, we are in full compliance with all regulatory testing and reports which the Department of Ecology and the Department of Health require of us.

Over the last few months' supply chains have had extreme demands put on them.

Recently there have been concerns about the supply chains for essential chemical we use here in the City of McCleary's, Water and Wastewater Treatment Plants.

At the Water Treatment Plant, we use two chemicals;

12.5% Sodium Hypochlorite (bleach) and Potassium Permanganate.

Sodium Hypochlorite (NaOCl) is derived from salt brine, electricity and dilute caustic soda. The salt is produced in Baja, Mexico, by sun drying ocean water in large ponds.

The Potassium Permanganate (MnO₄) we have more than a ten year supply. Therefore I do not foresee a supply issue with the Potassium Permanganate.

At the Wastewater Treatment Plant we use two chemicals;

Sodium Hydroxide (caustic soda) and Polymer.

Sodium Hydroxide (NaOH) is a co-product in the production of Chlorine. I do not see a supply chain problem.

Polymer is used to coagulate suspended solids The Polymer we use is made in the Riceboro, Georgia. The source materials which are used in the manufacturing of the polymer we use are not sourced out of China.

I have spoken with the suppliers of the chemicals we use and they foresee no problem providing us with the chemicals we need when we need them.

TAB - F

TAB - G

CITY OF MCCLEARY VIDEO SURVEILLANCE POLICY

For Video Surveillance Monitoring and Recording of Public Areas for Safety and Security Purposes

Policy Date: April 23rd, 2020

PURPOSE

The purpose of this policy is to govern the use of the City's Video Surveillance and overt electronic recording. This policy applies to all use of the City's VIDEO SURVEILLANCE monitoring and/or recording. This policy is established to set parameters restricting the non-court ordered use of VIDEO SURVEILLANCE in public places and to enhance public safety and security in a manner consistent with accepted rights of privacy.

SCOPE/BACKGROUND

The City of McCleary recognizes that improvements and changes in technology can greatly enhance public safety and law enforcement efforts. The City is implementing this method of crime deterrence by strategic placement of VIDEO SURVEILLANCE in the City of McCleary.

Past U.S. Supreme Court and lower court decisions strongly suggest that this type of monitoring is a valid exercise of a government's police powers. Under current interpretations of the First and Fourth Amendments, VIDEO SURVEILLANCE represents a valid use of the state's power to protect its citizens. It does not intrude upon an individual's sphere of privacy, but rather records events occurring in public space for which individuals do not have a reasonable expectation of privacy.

This policy applies to systems that enable continuous or periodic routine video monitoring on a sustained basis. Legitimate uses of this technology are covered by this policy and applicable state and federal law.

DEFINITIONS

1. "Extracting" means copying images from the hard drive or Internet site to some other media (CD ROM, video tape, etc.).
2. "Monitoring" means real-time viewing or viewing footage.
3. "Personnel" means authorized police officers or non-sworn police personnel.
4. "Recording" means capturing images on a computer disk or drive, Internet storage site, CD-ROM, or videotape 24 hours a day, seven days a week, yearlong.

GENERAL PRINCIPLES

The City is committed to enhancing the quality of life in McCleary by integrating professional police practices with available technology. A critical component of security and safety through

technology is VIDEO SURVEILLANCE in public areas. The principle objectives of VIDEO SURVEILLANCE monitoring and/or recording in public areas include:

1. Promote a safe environment by preventing/deterring acts of theft, vandalism, harassment, and/or assault.
2. Assist in identification of individuals involved in criminal activity on City owned or managed property.
3. Assist in the safe daily operation of City parks and related facilities.
4. Assist law enforcement agencies in investigating criminal activity.

To assure there is no violation of a person's reasonable expectation of privacy, VIDEO SURVEILLANCE cameras shall be focused on public areas and the images shall not be used or disseminated improperly. Safeguards will ensure that the technology is not abused.

The City shall comply with all local, federal and state case law applicable to the use of surveillance cameras in public space.

VIDEO SURVEILLANCE monitoring and/or recording will be conducted in a professional, ethical, and legal manner. Personnel using the VIDEO SURVEILLANCE camera system will be appropriately trained and supervised in the responsible use of this system. Violations of this policy and procedures may result in disciplinary action and may subject those involved to criminal and/or civil liability under applicable state and federal law.

Information obtained through video monitoring and/or recording will be used exclusively for safety, security, and other legitimate purposes. Information obtained through monitoring and/or recording will only be released in accordance with this policy or as required by law. [See RCW 42.56 and RCW 10.97].

VIDEO SURVEILLANCE monitoring and/or recording of public areas will be conducted in a manner consistent with all City policies, including the Sexual Harassment Policy and other relevant policies. Except for police investigations involving person(s) whose description is known, this policy prohibits monitoring and/or recording based solely on characteristics and classifications (e.g., race, gender, sexual orientation, national origin, disability, etc.).

VIDEO SURVEILLANCE monitoring of public areas, dwellings, and businesses in the City of McCleary is limited to uses that do not violate the reasonable expectation of privacy as defined by law.

To maintain an informed community, the City will list on its web page information describing the purpose and location of VIDEO SURVEILLANCE cameras and the policy for its use. Additionally, any individual, civic groups, classes, etc. may contact the police department

to schedule a tour/demonstration of the VIDEO SURVEILLANCE monitoring point located in the police department.

All recording or monitoring of public areas for security and safety purposes by City authorized cameras is limited exclusively to practices that will not violate the standards of a reasonable expectation of privacy as defined by law.

RESPONSIBILITIES

City of McCleary Police Department (MCPD):

The MCPD is the department authorized and responsible to oversee and coordinate the use of public cameras in the City. The MCPD has primary responsibility for ensuring adherence to this policy and for disseminating the policy to persons requesting information on the policy and procedures.

The MCPD is responsible for following new developments in the relevant laws and in security industry practices to ensure that VIDEO SURVEILLANCE monitoring and/or recording in the City is consistent with high standards and protections.

The Chief of MCPD has the responsibility to authorize all VIDEO SURVEILLANCE monitoring for safety and security purposes in the City.

The MCPD is responsible for reviewing request(s) for installation and or placement of security cameras, developing a recommendation on the request(s), and forwarding that recommendation to the City Council. The MCPD will assist in aiming and focusing the cameras during the installation phase and will view and manage data from the cameras.

INSTALLATION APPROVAL

Placement at other City facilities or buildings, such as City Hall, other City properties, public parks, open space areas, public streets or other public locations, requires approval by the Mayor or his/her designee.

When seeking approval, Department Heads will address the following issues and concerns in supporting their request:

1. Objectives for implementing the system.
2. Use of equipment, including:
 - a. Location of cameras.
 - b. Location of equipment.
3. Other deterrence or detection measures that were considered, and why video monitoring is the best solution.
4. Any specific, verifiable reports of incidents of crime or significant safety concerns that have occurred in the location to be placed under video monitoring.
5. Possible effects of the proposed video monitoring system on personal privacy, if any, and how they will be mitigated.

5. Appropriate consultation with stakeholders, including the public or reasons why this is not necessary.
6. Approach to installing and maintaining the system.
7. Fiscal impact and availability of funding.

PROCEDURES

A. Training/Oversight

1. All personnel operating the VIDEO SURVEILLANCE system will be trained in the technical, legal, and ethical parameters of appropriate camera use.
 1. Personnel will receive a copy of this policy and provide written acknowledgement that they have read and understood its contents.
 2. Personnel will receive update training on this policy as needed. In circumstances in which VIDEO SURVEILLANCE cameras are monitored, all personnel involved in monitoring and/or recording of public areas will perform their duties in accordance with the law and this policy.
2. The Chief of Police or his/her designee will ensure that responsible and proper camera monitoring/recording practices by personnel are followed by conducting periodic audits of the VIDEO SURVEILLANCE camera system.

B. OPERATING PROCEDURES

Nothing in this policy is intended to limit the reasonable and legal use of the VIDEO SURVEILLANCE cameras during exigent circumstances involving matters of public and/or officer safety.

1. The VIDEO SURVEILLANCE cameras will be monitored by police department personnel. The Chief of Police will assign a designee to periodically review video systems to insure they are functioning properly and recording correctly using the proper date/time stamp.
2. An officer will be dispatched to any area in which a crime, offense, motor vehicle accident, public safety risk, traffic problem, or other incident which necessitates police intervention.
3. VIDEO SURVEILLANCE cameras shall be used to observe locations that are in public view and where there is no reasonable expectation of privacy. Any view provided by a VIDEO SURVEILLANCE camera shall be no greater than what is available from the public vantage point.
4. Personnel shall not monitor/record individuals based on characteristics of race, gender, ethnicity, sexual orientation, disability, or classification such as national origin, etc. protected by state and federal laws. Personnel will monitor/record based on suspicious behavior, not individual characteristics.

EXCEPTION: Police investigations involving person(s) whose description is known.

5. Personnel will not continuously view people displaying affection in public areas, unless such activity is criminal in nature.

6. The monitoring equipment will be configured to prevent personnel from tampering or duplicating recorded information without authorization.
7. Personnel shall not disseminate information learned from monitoring VIDEO SURVEILLANCE public cameras unless such release complies with the law, this policy of other information release laws or policies.
8. Camera positions and views of residential housing shall be limited. Any view given to housing will be no greater than what is available with unaided vision. Furthermore the view of a residential housing facility must not violate the standard of “reasonable expectation of privacy.”

C. LOCATION AND DIRECTION OF VIDEO MONITORING EQUIPMENT

Permanent, fixed-mounted cameras will not be placed in areas where a reasonable expectation of privacy is standard, such as inside restrooms.

1. Cameras located internally will not be directed to look through windows to areas outside the building, unless necessary to protect external assets, provide for the personal safety of individuals or deter criminal activity from occurring.
2. Cameras will not be directed to look into adjacent, non-City owned buildings.
3. Placement of cameras will also take into consideration physical limitations such as availability of power, cell reception and reasonable mounting facilities.

D. RETENTION, EXTRACTION AND STORAGE PROCEDURES

Recorded video records will be stored until the record is superseded by being overwritten with new records, unless retained as part of a criminal investigation or court proceedings (criminal or civil), or other bona fide use as approved by the Chief of Police.

Images obtained through video camera monitoring/recording must be retained for a length of time deemed appropriate for the lawful purpose of monitoring, but not to exceed 30 days, unless such images need to be retained longer for the final resolution of a case.

Video recorded images will be stored in a secure location with access by authorized personnel only.

Only trained Staff authorized by the Chief of Police shall be authorized to extract video from footage from the Internet, computer disk, or drive.

Any video footage extracted for investigation purposes shall be stored in a manner that will exclude access by unauthorized personnel. Video footage, which is evidence, will be processed and stored in the evidence room with access by authorized personnel only.

Records will be securely and permanently disposed of in a manner appropriate to their storage media.

EXCLUSIONS

This policy does not apply to the use of surveillance, or to the conduct of surveillance monitoring or recording by a law enforcement agency engaged in a legitimate criminal investigation.

This policy does not apply to the use of hand-held video cameras.

TAB - H



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

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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 City of McCleary 100 S 3 rd Street McCleary, Washington 98557		2. Contractor Doing Business As (optional)	
3. Contractor Representative Steve Blumer Incident Commander 360-495-3667 Ext. 115 sblumer@cityofmccleary.com		4. COMMERCE Representative «Full_Name» Project Manager «LU_Project_ManagerPhone_Number» Fax 360-586-5880 «Mgr_EMail» <div style="float: right; text-align: right;"> P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525 </div>	
5. Contract Amount \$53,700	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) \$53,700	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.999	Indirect Rate (if applicable): «Indirect_Rate»
10. Tax ID # 91-6001456	11. SWV # Swv0021943	12. UBI # 149 000 511-000	13. DUNS # 178607826
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 _____ Steven Blumer, Chief of Police/Incident Commander _____ 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.

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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:

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- 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:

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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

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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.

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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.

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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

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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

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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.

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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. Disinfecting 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 residents	\$ -	\$ -	\$ -	
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:	\$ -	\$ -	\$ -	



Coronavirus Relief Funds for Local Governments Program Guidelines

CARES Act Funds for Local Governments
In Washington State

Administered by the Department of Commerce
Local Government Division

*P.O. Box 42525
Olympia, WA 98504-2525*

(Dated 5-18-2020)

Contact Information

Mailing / Street Address:

Washington State Department of Commerce
Local Government Division
PO Box 42525
1011 Plum Street SE
Olympia, WA 98504-2525

Program Leadership:

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Community Capital Facilities Unit
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Tina Hochwender
Managing Director
Community Assistance and Research Unit
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Lisa Brown, Ph.D.
Director

Mark Barkley
Assistant Director
Local Government Division

This publication is available in an alternative format upon request. Events sponsored by Commerce are accessible to persons with disabilities. Accommodations may be arranged with a minimum of 10 working days' notice by calling 360-725-3087

Coronavirus Relief Funds (CRF) for Local Governments Program Guidelines

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General Information

1. Source of Funds

You have been awarded funds through the state's Coronavirus Relief Funds (CRF). The funds are 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").

Your grant is funded entirely through the federal stimulus funding under the CARES Act provided by the U.S. Department of Treasury (US Treasury) to the Governor via the Office of Financial Management (OFM).

On April 27, 2020 Governor Inslee announced the award of nearly \$300 million to local governments in CRF from the state's allocation of the CARES Act funding.

2. Allocation Formula

OFM developed the allocation methodology and determined the jurisdiction amounts. The allocations were based on 2019 population estimates for each jurisdiction.

Funds will be provided to cities and counties with populations under 500,000 that were ineligible to receive direct funding under the CARES Act. Each county will receive a minimum distribution of \$250,000 and each city will receive a minimum distribution of \$25,000.

Cities and counties with populations over 500,000 did not receive a direct allocation from the state. Instead these jurisdictions received a direct allocation from the US Treasury (i.e. city of Seattle, King Co., Pierce Co., Snohomish Co., etc.).

For a complete list of cities and counties and their allocations, click [here](#).

3. Period of Performance

The Coronavirus Relief Funds may only be used for costs incurred by local governments in response to the COVID-19 public health emergency during the period of March 1, 2020 thru October 31, 2020.

The [US Treasury's Guidance](#) provides an end date of December 30, 2020. This is the end date in which the state must have reimbursed all "recipients of the funds" (grantees) their costs incurred in response to the COVID-19 emergency. In order to allow time for Commerce to process final payments and conduct contract closeouts; and for OFM to fully utilize any unspent funds before they expire, expenditures are only being accepted on costs incurred through October 31, 2020.

All final requests for reimbursement must be submitted no later than November 15, 2020.

4. Intended Use

Under the CARES Act, the Coronavirus Relief Funds (CRF) 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 local government. The "most recently

approved” budget refers to the enacted budget for the relevant fiscal period for the particular government. A cost meets this requirement if:

- a) The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; *OR*
 - b) The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.
3. 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.

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.

The use of these funds are very broad and flexible, and can be used for both operating and **capital expenditures**.

If funds are being used for capital expenditures such as acquisition of real property or construction / renovation costs, please contact us immediately. We will provide you with further information and guidance. Utilizing CRF for these purposes will require additional Federal and state provisions being applied to the project such as:

- All projects must be reviewed under a Federal Section 106 review for archaeological and cultural resources if the project: acquires property, disturbs ground, and/or involves structures more than 50 years old. Grantees must submit documentation to the project manager when the review is complete. Section 106 supersedes the [Governor's Executive Order 05-05](#) review.
- Construction / renovation projects may be required to meet high-performance building standards and document they have entered the state's LEED certification process.
- Construction / renovation projects will be required to follow Federal Davis Bacon and state prevailing wage laws, rules, and regulations.

Additionally, grantees must ensure all capital expenditures are only for costs incurred through the limited timeframe of March 1, 2020 thru October 31, 2020.

5. Eligible costs

There are six (6) primary eligible cost categories. These cost categories and their eligible cost sub-categories are as follows:

1. **Medical expenses** such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.

- Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. **Public health expenses** such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - 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.
 - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - 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:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - 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.
 - 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:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a state, territorial, local, or Tribal government payroll support program.
 - 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.

6. *Ineligible costs*

Non-allowable expenditures include, but are not limited to:

1. Expenses for the state share of Medicaid.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by states to state unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

7. *Eligible cost test*

Grantees are charged with determining whether or not an expense is eligible based on the [US Treasury's Guidance](#) and as provided in the grantee's contract scope of work with Commerce.

To assist grantees with this determination, Commerce has developed an [eligibility cost test](#). This test gives each grantee full authority to make the appropriate call for each circumstance.

TEST – If all responses for the particular incurred cost are “true” for all five statements below, then a jurisdiction can feel confident the cost is eligible:

1. The expense is connected to the COVID-19 emergency.
2. The expense is “necessary”.
3. The expense is not filling a short fall in government revenues.
4. The expense is not funded thru another budget line item, allotment or allocation, as of March 27, 2020.
5. The expense wouldn't exist without COVID-19 OR would be for a “substantially different” purpose.

It is the responsibility of each grantee to define “**necessary**” or “**substantially different**”, giving the grantee the authority and flexibility to make their own determination.

Additional consideration – The intent of these funds is to help jurisdictions cover the *immediate impacts* of the COVID-19 emergency. Both direct costs to the jurisdiction and costs to their communities. There are many possible eligible costs.

Many costs are clearly eligible and others are in more of a grey area. One could probably justify some of the “grey area” costs based on the test, but are they directly addressing the *immediate impacts*? Possibly not. In these situations it may be safer and more appropriate to utilize the funds in one of the many other eligible cost categories that more clearly meet the intent of the funds. Again, each grantee has the full authority to make the final call based on their circumstances and justification.

8. Cost reimbursement

Funds are available on a reimbursement basis only, and cannot be advanced under *any* circumstances. If funds are being used for the acquisition of real property or construction / renovation costs, please contact us immediately. Reimbursable costs are those that a Grantee has already incurred. We may only reimburse grantees for eligible costs incurred in response to the COVID-19 public health emergency during the period of March 1, 2020 thru October 31, 2020.

Final Date of Reimbursements

In order to ensure all awardees and their costs incurred in response to the COVID-19 emergency are paid out by December 30, 2020 per the [US Treasury's Guidance](#), expenditures are only being accepted on costs incurred through **October 31, 2020**.

All final requests for reimbursement must be submitted no later than November 15, 2020.

Grantees will not be required to submit a proposed budget prior to contract execution. Grantees will have the discretion and flexibility to determine where these funds may best serve their communities.

Each grantee will determine eligible costs to submit for reimbursement. For reporting purposes, expenditures must be tracked at the sub-category level for the six (6) primary eligible cost categories, as follows:

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
2. Public Health Expenses
 - A. Communication and enforcement of public health measures
 - B. Medical and protective supplies, including sanitation and PPE
 - C. Disinfecting public areas and other facilities
 - D. Technical assistance on COVID-19 threat mitigation
 - E. Public safety measures undertaken
 - F. Quarantining individuals
 - G. Other
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
4. Expenses to facilitate compliance with COVID-19 measures
 - A. Food access and delivery to residents
 - 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

5. Economic Supports

- A. Small Business Grants for business interruptions
- B. Payroll Support Programs
- C. Other

6. Other COVID-19 Expenses

No receipts or proof of payment for costs incurred will be required to be submitted to Commerce. Grantees are still required to maintain sufficient accounting records in accordance with state and federal laws. Monitoring visits may be scheduled.

Process and Procedure to Obtain Funds

1. Award Letter

Commerce strives to administer funds expediently and with a minimum of red tape. We do so within the policies and procedures established by the US Treasury and state's Legislature, OFM, Commerce, and the Office of the Attorney General. Prior to receiving funds, a contract will need to be executed with Commerce.

Award letters with instructions to initiate the contracting process will be emailed to each city and county receiving an allocation by no later than May 22nd. Emails to cities will be sent to mayors and any other contacts obtained with the assistance of the Association of Washington Cities. Emails to counties will be sent to the county commissioners and any other contacts obtained with the assistance of the Washington State Association of Counties.

Included with the award letter will be:

- CRF Program Guidelines
- A draft contract template for review and to initiate the public process for authorization to execute once the final contract is available for execution
- Working Papers

2. Working papers

Your grant award packet includes *Working Papers*. The *Working Papers* ask for basic information needed to create a contract:

- 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.
- Your Statewide Vendor Number (SWV#)
- Your Federal Indirect Rate
- Your fiscal year end date
- Name and title for the person authorized by the jurisdiction to sign the contract

Please complete and return the *Working Papers* to the Commerce project manager identified in the award letter as soon as possible, even if you do not plan to begin drawing your funds for a while. Your project manager will manage your contract until project completion. Feel free to give us a call if you have any questions as you fill out the form (see contact information on previous page).

3. Contract

Once the completed *Working Papers* have been received by the Commerce project manager identified in the award letter, a contract will be prepared and sent to you for signature. Have the authorized representative sign the contract and then return a scanned pdf copy to your project manager. Then the project manager will route the contract for Commerce's signature. It generally takes two to four weeks to fully execute a contract. Once executed by Commerce a fully executed copy will be scanned and a pdf copy emailed to the jurisdiction and you will have access to your funds.

Commerce is working to make the contracting process as quick and easy as possible.

4. Reimbursements

This is a reimbursement-style grant, meaning no advance payments. Funds are available once a contract is executed. All grantees are required to set up a SWV number so funds may be sent electronically. Grantees have the flexibility to cash out their grant or draw down funds as frequently as once a month as long as you have incurred documented eligible costs in response to the COVID-19 public health emergency during the period of March 1, 2020 thru October 31, 2020. All final requests for reimbursement must be submitted no later than November 15, 2020.

Commerce has moved to electronic vouchering through their Contracts Management System (CMS) Online A-19 Portal. Requests for reimbursement must be submitted online through the CMS System by an individual authorized by the Grantee's organization. Online electronic vouchering provides for grantees to receive reimbursements as quickly as possible. Grantees with barriers to using the online A-19 portal, may request an A-19 form from their Commerce project manager.

Access to CMS is available through the Secure Access Washington (SAW) portal. You will need to create a SAW account if you do not already have one. 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. We will automatically receive your SWV number from the office that sets them up.

Once logged into SAW, add the Department of Commerce to your 'services' and submit an [Online A-19 External User Request form](#). Then Commerce will add you as a new external user in CMS; and the CMS system will generate and email a registration code to you to complete the CMS registration.

For additional grantee support, refer to the [Commerce Online A-19 Webpage for External Users](#), which includes SAW resources and the CMS manual for external users.

The A-19 voucher must include a detailed breakdown of the costs incurred within each eligible budget category and the total reportable eligible expenses in response to the COVID-19 public health emergency. Accompanying with each voucher must be an executed A-19 certification and A-19 activity report. Incomplete or improperly prepared submissions may result in payment delays. After receipt and acceptance of a fully completed A-19 voucher submittal, grantees can expect electronic reimbursements within 7-10 days.

No receipts or proof of payment for costs incurred will be required to be submitted to Commerce. Grantees are still required to maintain sufficient accounting records in accordance with state and federal laws; and are responsible for maintaining clear and accurate program records, and making them accessible to Commerce and the State Auditor.

Monitoring visits may be scheduled.

5. A-19 Certification and Activity Report

In order to receive reimbursement for eligible expenses incurred, each A-19 Voucher must include:

1. A completed [A-19 Certification](#):
 - An individual authorized to execute on behalf of the local government must certify by signing this document under penalty of perjury that the items and costs listed herein and on the accompanying Commerce A-19 Voucher are eligible charges for necessary expenditures incurred due to the COVID-19 public health emergency that were not previously accounted for in the most recent approved budget as of March 27, 2020,

and that the funds were used in accordance with section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

2. A completed [A-19 Activity Report](#) (*instructions included in document*):

- Must be submitted as an Excel spreadsheet, not a PDF.
- Include a detailed breakdown of the individual eligible expenditures reported by each sub-category of the six (6) primary budget categories. Each primary budget category includes sub-categories and provides an option to add “other” sub-categories.
- Include the total amount of all previous reimbursement requests for each applicable sub-category.
- Include the total amount of funds being requested in the current reimbursement request for each applicable sub-category.
- Include a brief 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 addressed the COVID-19 emergency. If applicable, please consider:
 - Providing a brief description of the specific activities performed.
 - Identifying specific populations served.
 - Identifying specific programs created or utilized.
 - Including any known or intended outcomes, results, or community impacts.

A certification and activity report must be completed and returned with each reimbursement voucher.

After the contract is executed, you will receive additional instructions on how to submit electronic reimbursement requests with the A-19 certification and A-19 activity report.

Coronavirus Relief Funds for Local Governments Contract Working Papers

Local Government Name: McCleary

COM Contract Number: 20-6541C-241

COM Short Code: CV20241

Grant Amount: \$53,700

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: Emily Hafford at emily.hafford@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 Emily Hafford, at emily.hafford@commerce.wa.gov or (360) 725-5001.

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: *	Steven
	Last Name: *	Blumer
	Title: *	Police Chief
	E-mail Address: *	sblumer@cityofmccleary.com
	Telephone Number: *	360-495-3667 EXT. 115
2	<i>List the address information for the person who will administer the grant once the contract is signed.</i>	
	Street Address: *	100 S 3 rd Street
	City: *	McCleary
	Zip Code: *	98557
3	<i>List the Statewide Vendor (SWV) number.</i>	
	Statewide Vendor (SWV) number: *	SWV0021943
4	<i>List your Federal Indirect Rate.</i>	
	Your Federal Indirect Rate:	
5	<i>List your fiscal year end date.</i>	
	Your fiscal year end date:	12/31/2020
6	<i>List the name and title for the person authorized by this organization to sign the contract.</i>	
	First Name:	Steve
	Last Name:	Blumer
	Title:	Police Chief

TAB - I

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MCCLEARY AFFIRMING THE CITY'S COMMITMENT TO FUNDAMENTAL RIGHTS OF LIFE, LIBERTY, AND PROPERTY, AND DECLARING THE CITY OF MCCLEARY A SANCTUARY CITY FOR ALL BUSINESSES

WHEREAS, the City of McCleary recognizes that the Constitution of the United States enshrines certain rights of all Americans, including those fundamental liberty interests set forth in the Fourteenth Amendment that prohibit any state from depriving any person of life, liberty, or property, without due process of law; and

WHEREAS, the City of McCleary recognizes that the Declaration of Independence advanced the "inalienable rights" of life, liberty, and the pursuit of happiness in the face of tyrannical governmental overreach; and

WHEREAS, each of the City of McCleary duly elected or appointed public servants have sworn to defend and uphold the United States Constitution and the Constitution of the State of Washington; and

WHEREAS, Governor Jay Inslee's recent Proclamation No. 20-05 – known as the "Stay Home, Stay Healthy" emergency order – and also his numerous follow-up Proclamations have caused much confusion and much worry for residents and businessowners in McCleary; and

WHEREAS, recent state orders have been issued which have deemed certain businesses as "essential" and ordered all other businesses to stay shuttered, closed, forcing them perilously on life support as they fight for their very economic survival and livelihood; and

WHEREAS, a number of McCleary residents and businessowners have increasingly concerned that the Governor's Proclamations are now indefinite in duration, that the Proclamations continue to ignore inherent differences between sparsely populated areas and densely populated areas (thus imposing the same restrictions on rural, small town McCleary that are imposed on urban, large city Seattle), that the Proclamations are inflicting massive economic losses with each passing day, and that the Proclamations continue to be based on flawed academic models and unsound rationales; and

WHEREAS, the Proclamations significantly infringe inalienable First, Thirteenth, and Fourteenth Amendment rights including the right to free assembly, the right to the free exercise of religion and the right to form enforceable private contracts; and

WHEREAS, the City of McCleary's businesses positively contribute to the economic, cultural, and social fabric of the City; and

WHEREAS, the City of McCleary's businesses are socially responsible, and are able and willing to maintain effective social distancing and health protocols to ensure the City remains one of the strongest COVID-19 success stories in Washington; and

WHEREAS, fostering a relationship of trust, respect, and open communication between City officials and businesses is essential to the City's mission of delivering effective public services in partnership with the community, thereby advancing a high quality of life for residents; and

WHEREAS, the City of McCleary desires to demonstrate its commitment to its businesses by providing a safe community and by assuring them that, in accordance with federal and state laws and all state licensing authorities, the City will not of its own accord abridge such freedoms and rights;

WHEREAS, the City of McCleary recognizes the inalienable rights of individuals, as individuals, to earn a living, to employ others or be employed, to provide income for their families, to give back to the community, to treat neighbors with respect and care, and contribute to the overall health and well-being of the community, without the need for undue governmental overreach and coercion.

NOW, THEREFORE, BE IT RESOLVED, that the City of McCleary does hereby resolve as follows:

SECTION 1: City of McCleary shall not, in accordance with state and federal law, and in order to properly allocate limited local resources and optimize cooperation and communication to ensure public safety and due process for all, irrespective of business status, actively join forces with other agencies solely for the purpose of enforcing state or county COVID-19 orders; and

SECTION 2: City of McCleary shall not, in accordance with state and federal law, take any direct action against any businesses or individuals based solely on their actual or perceived business status; and

SECTION 3: The City of McCleary recognizes that state and county authorities directly license, permit, and regulate some businesses within the City and nothing in this Resolution is intended to abridge such authorities from overseeing applicable license regulations and restraints on such City businesses; and

SECTION 4: Subject to the foregoing, the City of McCleary hereby declares that it is a Sanctuary City for All Businesses.

The foregoing resolution is hereby adopted this _____ day of _____ 2020.