



CITY OF HOQUIAM
City Council Meeting Agenda

June 08, 2020
7:00 PM

1. **PUBLIC HEARING** (Those wishing to comment on either topic under the public hearings can submit their comments via e-mail to twood@cityofhoquiam.com; other forms of written comments can be submitted via the two drop boxes at City Hall (located at the front of city hall or in the alley behind city hall). Please address those comments to the attention of the Council Secretary. All written comments must be received by 10:00 a.m. on Monday, June 8, 2020).
 - a. 6 Year Transportation Improvement Program
 - b. Hobby Beekeeping
2. **PUBLIC COMMENT** Public comments can be made in writing to twood@cityofhoquiam.com and must be received by 10:00 a.m. June 8, 2020 .
3. **CONSENT AGENDA**
 - a. Council Minutes of May 11, 2020
 - b. Claims & Payroll
4. **COUNCIL ACTION/DISCUSSION**
 - a. **COMMITTEE REPORTS**
 - b. **OFFICER REPORTS**
 1. Olympic Stadium – Phase 1 Award of Bid
 2. Finger Print Scanner Bids
 - c. **MAYOR REPORTS**
 - d. **COUNCIL REPORTS**
5. **LEGAL BUSINESS**
 - a. **ORDINANCES**
 - b. **RESOLUTIONS**
 1. Adopting 6 Year Transportation Improvement Program
 2. RCO Application Authorization
 3. Certification and Compliance - CDBG
 - c. **OTHER LEGAL**
 1. Commerce COVID Relief Contract
6. **OLD BUSINESS**
7. **NEW BUSINESS**
 - a. Drive-in WIFI Project – WSU
 - b. Commerce/City of Hoquiam Emerging Issues/Outreach Grant
8. **EXECUTIVE SESSION**
9. **ADJOURN**

City Council Meeting will be live streaming at : <https://us02web.zoom.us/j/82561504603>
Attendance Only Permitted Via Remote Live Stream – This meeting will be recorded

Regulatory Meeting at 6:15 PM – attendance only permitted via remote live stream – this meeting will be live streaming at <https://us02web.zoom.us/j/89794337955>

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Hoquiam

County: Grays Harbor

MPO/RTPO: SWW RTPO

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09		Safe Routes to Schools Miscellaneous to Safe Routes to Schools: SR 101, SR 109, Jefferson, Garfield, Fillmore, Adams, Chnault, J St., 4th St., Ecklund, Monroe, Polk and Washington. Roadway reconstruction, drainage improvements, sidewalk installation and other safety improvements for safer routes for schools.	WA-12045	06/08/20	06/08/20		2020-05	21	G O P S W	10.000		Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021	STP(US)	151,375		0	23,625	175,000
P	RW	2022	STP(US)	56,225		0	8,775	65,000
P	CN	2022	STP(US)	1,297,500		0	202,500	1,500,000
Totals				1,505,100		0	234,900	1,740,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	175,000	0	0	0	0
RW	0	65,000	0	0	0
CN	0	1,500,000	0	0	0
Totals	175,000	1,565,000	0	0	0

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Hoquiam	1,505,100	0	234,900	1,740,000

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N Inside

Y Outside

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17		N Street Arterial Preservation Project N Street N St. 5th-8th to 8th St. This project completes N Street from 5th to 8th by grinding the existing pavement, placing geotextile and two-inches of asphalt. All existing sidewalk ramps will be reconstructed to meet current ADA standards.	WA-06466	06/08/20	06/08/20		2020-05	05			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2022		0	TIB	200,000	20,000	220,000
Totals				0		200,000	20,000	220,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	220,000	0	0	0
Totals	0	220,000	0	0	0

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N Inside

Y Outside

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09		Safety improvements to Grand Avenue Grand Avenue to Study the possibility of installing a roundabout at Grand Avenue and Sunset Drive where 5 intersections meet to alleviate traffic concerns; install sidewalks along Grand Avenue from sunset to Lincoln and repair roadway that is sloughing off into Elton Bennett Park.	WA-11365	06/08/20	06/08/20		2020-05	21		0.050		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0	WSDOT	50,000	0	50,000
P	CN	2022		0	WSDOT	250,000	0	250,000
Totals				0		300,000	0	300,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,000	0	0	0	0
CN	0	250,000	0	0	0
Totals	50,000	250,000	0	0	0

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N Inside

Y Outside

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14		Sidewalk Pedestrian Safety Project Woodlawn - 16th St. to City Limits Broadway Avenue/16th 16th/Broadway to Woodlawn St.(City Limits) construct segments to missing links from 16th/Broadway to Woodlawn St. (city limits)	WA-09016	06/08/20	06/08/20		2020-05	21	C G O P S T W	8.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021	STP	70,000		0	30,000	100,000
P	CN	2022	STP	2,000,000		0	0	2,000,000
Totals				2,070,000		0	30,000	2,100,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	100,000	0	0	0	0
CN	0	2,000,000	0	0	0
Totals	100,000	2,000,000	0	0	0

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19		Woodlawn Safety Improvements Broadway MP .57 to MP .82 Roadway reconstruction, drainage improvements, guardrail installation and other safety improvements to Broadway	WA-12047	06/08/20	06/08/20		2020-05	21	O P S W	0.050		Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022	STP(US)	150,000		0	25,000	175,000
P	RW	2023	STP(US)	57,000		0	8,300	65,300
P	CN	2023	STP(US)	1,720,000		0	39,700	1,759,700
Totals				1,927,000		0	73,000	2,000,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	175,000	0	0	0
RW	0	0	65,300	0	0
CN	0	0	1,759,700	0	0
Totals	0	175,000	1,825,000	0	0

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16	7	SR 109 Spencer St. intersection improvements to Pedestrian improvement at SR 109 and Spencer St. crossing to include curb, sidewalk, intersection radius and install signal. Safety for high school and middle school crossing.	WA-01122	06/08/20	06/08/20		2020-05	21	G S T W	0.500	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2021		0		0	450,000	450,000
Totals				0		0	450,000	450,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	450,000	0	0	0	0
Totals	450,000	0	0	0	0

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14	8	Sidewalk Pedestrian Safety Project Simpson Ave 22nd to Myrtle Simpson/22nd St to Simpson/Myrtle Widen/improve sidewalks for pedestrian safety on Simpson Ave from 22nd to Myrtle	WA-05649	06/08/20	06/08/20		2020-05	21	C G O P S W	3.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021	STP	70,000		0	30,000	100,000
P	CN	2021	STP	1,000,000		0	0	1,000,000
Totals				1,070,000		0	30,000	1,100,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	100,000	0	0	0	0
CN	0	1,000,000	0	0	0
Totals	100,000	1,000,000	0	0	0

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14	8	US 101 N Lincoln St & 6th St. Intersection to Study possible safety improvements to US 101 N at Lincoln and 6th St.	WA-01123	06/08/20	06/08/20		2020-05	21	G S W	0.500	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2021	STP	200,000		0	50,000	250,000
Totals				200,000		0	50,000	250,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	250,000	0	0	0	0
Totals	250,000	0	0	0	0

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19	9	Riverside Bridge and approaches, signage and lighting to Lighting, walkway and signage at or near the Riverside Bridge - improvements needed for safety	WA-01125	06/08/20	06/08/20		2020-05	21	G P S W	0.500	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2022	STP	150,000		0	15,000	165,000
Totals				150,000		0	15,000	165,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	165,000	0	0	0
Totals	0	165,000	0	0	0

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14	9	US 101 Simpson Ave. Bridge Approach to Improve bridge approach due to poor sight distance on slope and curb	WA-01124	06/08/20	06/08/20		2020-05	21	G S W	0.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2022	Discretionary - STP	450,000		0	0	450,000
Totals				450,000		0	0	450,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	450,000	0	0	0
Totals	0	450,000	0	0	0

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05	10	/ 4969(003) Broadway Ave Safety Improvements Broadway Avenue MP 0.46 to MP 0.57 (MP 0.00 at intersection of 16th and US 101/Riverside Ave) Slope stabilization, roadway reconstruction, drainage improvements, guardrail installation, and other safety improvements to Broadway Avenue.	WA-01126	06/08/20	06/08/20		2020-05	21	G S W	0.110	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	RW	2021	STP(US)	56,225		0	8,775	65,000
P	CN	2022	STP(US)	1,297,500		0	202,500	1,500,000
Totals				1,353,725		0	211,275	1,565,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
RW	65,000	0	0	0	0
CN	0	1,500,000	0	0	0
Totals	65,000	1,500,000	0	0	0

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19	11	Northend Truck Route to Improvements to roads and intersections for northend truck route. Eklund and Monroe restoration from Eklund/Lincoln to Monroe; Wheeler/Lincoln to Tyler; Monroe/Eklund to Chenault; Chenault/Monroe to Tyler	WA-01128	06/08/20	06/08/20		2020-05	03	G S W	5.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0		0	330,000	330,000
P	RW	2022		0		0	50,000	50,000
P	CN	2022		0		0	1,280,000	1,280,000
Totals				0		0	1,660,000	1,660,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	330,000	0	0	0	0
RW	0	50,000	0	0	0
CN	0	1,280,000	0	0	0
Totals	330,000	1,330,000	0	0	0

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19	12	Pacific Avenue Rebuild 28th to 30th to Rebuild, install drainage, ballasts, curb, gutter, sidewalk and AC pavement	WA-01139	06/08/20	06/08/20		2020-05	04	G S W	1.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0		0	30,000	30,000
P	CN	2022		0		0	470,000	470,000
Totals				0		0	500,000	500,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	30,000	0	0	0	0
CN	0	470,000	0	0	0
Totals	30,000	470,000	0	0	0

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17	14	28th St./Pacific Ave.to Simpson Improvements to Improve drainage and AC paving from Pacific Avenue to Simpson Avenue on 28th St.	WA-01149	06/08/20	06/08/20		2020-05	04	G P S	1.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0		0	7,000	7,000
P	CN	2022		0		0	53,000	53,000
Totals				0		0	60,000	60,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	7,000	0	0	0	0
CN	0	53,000	0	0	0
Totals	7,000	53,000	0	0	0

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19	14	7th and J Street Improvements to 7th Street from J to K - improvement to drainage, widening, street lighting and AC paving	WA-01142	06/08/20	06/08/20		2020-05	04	G S W	0.500	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0		0	10,000	10,000
P	CN	2022		0		0	90,000	90,000
Totals				0		0	100,000	100,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	10,000	0	0	0	0
CN	0	90,000	0	0	0
Totals	10,000	90,000	0	0	0

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17	15	Ontario Avenue Improvements to Repair surface and AC paving on Ontario Avenue from Bay to Sumner	WA-01151	06/08/20	06/08/20		2020-05	04	G P S W	2.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2021		0	WSDOT	460,000	40,000	500,000
Totals				0		460,000	40,000	500,000

Expenditure Schedule						
Phase	1st	2nd	3rd	4th	5th & 6th	
ALL	500,000	0	0	0	0	
Totals	500,000	0	0	0	0	

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14	15	Riverside Avenue Curb Restoration to Curb restoration on Riverside Avenue north and south from 20th St to 16th St	WA-01147	06/08/20	06/08/20		2020-05	04	G P S W	1.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0		0	5,000	5,000
P	CN	2022		0		0	40,000	40,000
Totals				0		0	45,000	45,000

Expenditure Schedule						
Phase	1st	2nd	3rd	4th	5th & 6th	
PE	5,000	0	0	0	0	0
CN	0	40,000	0	0	0	0
Totals	5,000	40,000	0	0	0	0

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19	16	28th St. to Cherry St. Improvements (Cherry to Queets) to Improve drainage, AC paving and curbs and gutters along 28th Street to Cherry Street (from Cherry to Queets)	WA-01129	06/08/20	06/08/20		2020-05	04	G S W	1.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0	WSDOT	142,000	8,000	150,000
P	CN	2022		0		0	1,000,000	1,000,000
Totals				0		142,000	1,008,000	1,150,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	150,000	0	0	0	0
CN	0	1,000,000	0	0	0
Totals	150,000	1,000,000	0	0	0

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17	17	Endresen Road Improvements to New curbs and gutters, improve drainage and sidewalks from Chenault Ave. to Tennis Court on Endresen Road	WA-01156	06/08/20	06/08/20		2020-05	21	G S W	1.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0		0	50,000	50,000
P	CN	2022		0		0	900,000	900,000
Totals				0		0	950,000	950,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	50,000	0	0	0
CN	0	900,000	0	0	0
Totals	0	950,000	0	0	0

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Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	18	5th St. Extension/Airport Way Improvements to 8th to Moon Island widen, repave sidewalks, drainage and improve lighting	WA-01158	06/08/20	06/08/20		2020-05	04	G S W	2.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0		0	80,000	80,000
P	CN	2021		0		0	500,000	500,000
Totals				0		0	580,000	580,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	80,000	0	0	0	0
CN	500,000	0	0	0	0
Totals	580,000	0	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Hoquiam

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	19	North St. and Beacon Hill Drive Turnaround to Construct turn around for Beacon Hill Drive	WA-01160	06/08/20	06/08/20		2020-05	04	G S W	0.020	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0		0	8,000	8,000
P	CN	2022		0		0	42,000	42,000
Totals				0		0	50,000	50,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	8,000	0	0	0
CN	0	42,000	0	0	0
Totals	0	50,000	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Hoquiam

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	21	City Alley Improvements to Improve alley paving, grading, chip seal and drainage city-wide	WA-01163	06/08/20	06/08/20		2020-05	04	G P S W	15.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0		0	50,000	50,000
P	CN	2022		0		0	500,000	500,000
Totals				0		0	550,000	550,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,000	0	0	0	0
ALL	0	500,000	0	0	0
Totals	50,000	500,000	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Hoquiam

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	23	Hoquiam Trail Phase 1 to Construct pedestrian and bike trail loop through Hoquiam	WA-01166	06/08/20	06/08/20		2020-05	28	G O S W	6.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022	STP	30,000		0	10,000	40,000
P	CN	2022	STP	200,000		0	100,000	300,000
Totals				230,000		0	110,000	340,000

Expenditure Schedule						
Phase	1st	2nd	3rd	4th	5th & 6th	
PE	0	40,000	0	0	0	0
CN	0	300,000	0	0	0	0
Totals	0	340,000	0	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Hoquiam

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	24	Endresen Road Phase III to Grading, drainage, curb, sidewalk and AC paving on Endresen from Tennis Court to HWY 101	WA-01152	06/08/20	06/08/20		2020-05	21	G W	2.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0		0	20,000	20,000
P	CN	2022		0		0	300,000	300,000
Totals				0		0	320,000	320,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	20,000	0	0	0
CN	0	300,000	0	0	0
Totals	0	320,000	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Hoquiam

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	25	Woodlawn Bridge to Construct new bridge in Woodlawn area; at the current time Hoquiam has two bridges one coming into town and one going out. A third bridge in the woodlawn area would improve safety in case of failure.	WA-01327	06/08/20	06/08/20		2020-05	08	O	1.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021	Discretionary - STP	500,000		0	0	500,000
P	RW	2021	Discretionary - STP	20,000		0	0	20,000
P	CN	2021	Discretionary - STP	4,480,000		0	0	4,480,000
Totals				5,000,000		0	0	5,000,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	500,000	0	0	0	0
RW	20,000	0	0	0	0
CN	2,240,000	2,240,000	0	0	0
Totals	2,760,000	2,240,000	0	0	0

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Hoquiam	12,450,725	1,102,000	6,852,275	20,405,000



CITY OF HOQUIAM

City Council Meeting Minutes

May 11, 2020

CALL TO ORDER

Mayor Winkelman called the meeting to order at 7:01 p.m. and wished the City Administrator a Happy Birthday and thanked him for all that he has been doing lately. He asked Mr. Shay to lead the flag salute.

ROLL CALL

In attendance were Mayor Winkelman and Councilmembers Anderson, Carlstrom, Dick, George, Grun, Hinchin, McMillan, Nelson, Patterson, Puvogel and Reid. Councilmember Wilson did resign his position from the Council effective today before the meeting. Mayor Winkelman thanked him for his service.

Staff in attendance were Police Chief Jeff Myers, Fire Representative Rich Malizia, City Attorney Steve Johnson, City Administrator Brian Shay, Finance director Corri Schmid and Council Secretary Tracy Wood.

COMMUNICATIONS

There were no public comments submitted.

CONSENT AGENDA

Councilmember Grun moved to approve item a, the city Council minutes of April 27, 2020, as presented. His motion was seconded and passed by voice vote.

OFFICER REPORTS

Estes Timber

Staff recommends that the Council authorize the Timber Harvest Sales within City limits to move forward under the scope of work provided by Estes Timber. Councilmember McMillan moved for approval of the staff recommendation and his motion was seconded. Mr. Shay spoke briefly regarding the report and areas that will be harvested. Councilmember Anderson asked if the city would be replanting trees in some of the harvested area. Mr. Shay stated there were no plans at this time to do so. Following no further discussion, the motion to approve the agreement with Estes Timber, LLC passed by voice vote.

Janitorial Contract

The City recently requested quotes for Janitorial Services for the City buildings. Two quotes were received. AZZ Cleaning Professionals and Christal Clear Cleaning- Staff recommends that the City execute a contract with Christal Clear Cleaning for \$1,550 per month. Councilmember McMillan moved to



CITY OF HOQUIAM

City Council Meeting Minutes

May 11, 2020

MAYOR REPORTS

Judicial Appointment

approve the staff recommendation to execute the contract and authorize signature. The motion was seconded. A brief discussion followed regarding COVID requirements, after which the motion passed by voice vote.

Mayor Winkelman stated he has interviewed some applicants for the Judicial Appointment. The appointment would be for the remainder of the existing contract, through the end of 2021. Mayor Winkelman asked for council consent on his appointment of Jean Cotton to the position. Councilmember McMillan moved to confirm the appointment of Jean Cotton and his motion was seconded and passed by voice vote.

Municipal Court

Mayor Winkelman stated that he has his first zoom court appearance tomorrow and staff will be working on getting the Hoquiam Court opened back up and operating soon.

Update on Removal of Derelict Vessel

Quiggs has been working on the removal. Mr. Shay will speak with them and provide an update to the council.

HWY 12 Rail Project

Mayor Winkelman was asked to author a letter supporting Aberdeen's HWY 12 rail separation project. That letter was sent out last week.

BHP Project

The BHP project is still being reviewed by the Hearing Examiner.

Fishing Industry

Representatives Kilmer and Butler announced that they secured \$50,000 in funding assistance for the non-tribal fishing industry.

Simpson Sidewalk/Paving Project

DOT and some of the contractors will be returning to work soon on sidewalk and Simpson paving project.



CITY OF HOQUIAM

City Council Meeting Minutes

May 11, 2020

Public Hearings	Mayor Winkelman stated that the Council will be asked to set Public Hearings for the 6 Year Transportation Improvement Program and other business projects later in the meeting.
Small Businesses	Mayor Winkelman stated there is some frustration from small businesses in town, regarding opening up and other issues they have experienced. He would like to try and establish a position at the City to focus on business and business retention. Consistency and planning are important moving forward and that the City figures out some kind of strategy to help those businesses who are struggling. There may be some things that the city can do to help
Regional Fire Authority	Regional Fire Authority is still being discussed. It has been hard to make progress when the committees cannot meet at this time. We will provide updates to the Council as they are available. Mayor Winkelman stated that he appreciates the Council and Staff for hanging in there during these times. Everyone is doing a great job working through this. He urged the members to continue to check their email, etc., and if issues or questions arise he or staff are here to help.
COUNCIL REPORTS	
Regional Fire Authority – Committee Meeting	Councilmember McMillan asked if the Committee could set up a zoom meeting to start this process. Staff can reach out to the consultant and Corri can set up a zoom meeting once a date and time have been decided.
Hoquiam Business Association	Councilmember Carlstrom stated that the HBA’s website is up and running – www.hoquiambusinessassociation.com . It is bare bones at this time but they are working on it.
Loan Program for Small Businesses	Councilmember George spoke briefly regarding this program. They have gone through a very quick learning process. There is a second wave that is about to happen. First step is to get the loan and the second step is to get that loan forgiven. GGH Inc, had some good information. It is vitally important that we as a city figure out how to help those little businesses.



CITY OF HOQUIAM

City Council Meeting Minutes

May 11, 2020

	<p>Councilmember Puvogel stated that the City should look into what assistance and help we can provide, keeping in line with City regulations.</p>
Beautification Committee	<p>Councilmember McMillan recognized the beautification committee. He would like to make sure they are aware of how much the City appreciates the volunteers and all that they are doing</p>
NEW BUSINESS	
Public Hearing – 6 Year TIP	<p>Staff requested that the Council set a Public Hearing for the 6 Year Transportation Improvement Program. Councilmember Puvogel moved to set the hearing for June 8, 2020, at 7:00 p.m. His motion was seconded. A hearing notice will be published in the Daily Word. Following no further discussion, the motion passed by voice vote.</p>
Public Hearing - Use of Right of Way	<p>Staff requested that Council set a Public Hearing to consider applications for Use of City Right of Way by the Hoquiam Brewing Company and the 8th Street Ale House. Councilmember McMillan moved to set the hearing for June 8, 2020, at 7:00 p.m. Mr. Shay stated that we would hold the hearing and issue a permit. He spoke regarding what other cities do for these types of permits. Following no further discussion, the motion to set the hearing passed by voice vote.</p>
Public Hearing – Bee Keeping Within City Limits	<p>Councilmember Puvogel moved to set a Public Hearing to consider bee keeping within the city limits for June 8, 2020. His motion was seconded and passed by voice vote.</p>
Reopening After COVID	<p>Mayor Winkelman spoke briefly regarding how the city will be working to open back up. He and staff will be discussing this over the next few weeks.</p>
Council Vacancy	<p>Councilmember Puvogel asked if there was any action needed by the Council for citizens who might be interested in filling the Council vacancy. Ms. Schmid stated that an advertisement will be placed in the paper and also posted on the City website, and will instruct them to submit their letter of interest to the Council Secretary.</p>



CITY OF HOQUIAM

City Council Meeting Minutes

May 11, 2020

ADJOURN

Also – anyone wishing to make comments for the public hearings can submit them previous to the meeting to the Council Secretary.

Councilmember Reid stated that her daughter was just offered a commission to help put together the World’s First Live Stream Punk Opera in September. She is very proud of her Hometown Hoquiam girl.

Councilmember Puvogel moved to adjourn the meeting at 7:53 p.m. His motion was seconded and passed by voice vote.

BEN WINKELMAN – Mayor

TRACY WOOD – City Council Secretary

REPORT OF COMMITTEE

Date: June 8, 2020

To the Honorable Mayor and City
Council of the City of Hoquiam

We hereby recommend approval
of the following:

Claims Check Numbers	<u>93860</u>	through	<u>94032</u>	<u>\$1,265,527.24</u>
Claims Auto Pays & EFTs	<u>368</u>	through	<u>373</u>	<u>\$35,107.28</u>
Claims Treasurer Check Numbers	<u> </u>	through	<u> </u>	<u> </u>
Payroll Check Numbers	<u>29452</u>	through	<u>29480</u>	<u>\$187,257.86</u>
Payroll Payments via ACH				<u>\$407,020.43</u>
Payroll Payments via EFT - for Taxes, Deferred Comp & Pension				<u>\$220,004.88</u>

Payroll and benefits for the hours worked in May & June be approved and issued at the proper time.



Office of the City Administrator

CITY OF HOQUIAM

609 – 8th Street, Hoquiam, WA 98550

(360) 538-3983 – FAX (360) 538-0938

Email: bshay@cityofhoquiam.com

Report From Officer

DATE: June 2, 2020
TO: Mayor Ben Winkelman and Council Members
FROM: Brian Shay, City Administrator
SUBJECT: Olympic Stadium Preservation Project Bids

The City made a formal call for bids to on the first phase of the Olympic Stadium Preservation Project. The base bid includes replacement of the fire suppression system. There are two bid alternates which include construction of a new front entry way (Alternate 1) and repairs to the east wall (Alternate 2).

The City has approximately \$516,700 in grant funds available at this time for the project. This will allow the City to complete the base bid, Alternate 1 and any potential change orders on the base work or alternates up to \$18,919.

Five contractors submitted bids including Rognlin's Construction, Western Washington Construction, Emtech LLC, J.A. Morris Construction and Christensen Inc. Rognlin's Construction was the low bidder on the base bid plus alternate one. A copy of the full bid tabulation is attached.

Recommendation:

Staff recommends that the Council award the contract to Rognlin's for the base bid and Alternate 1, totaling \$447,306.75 including tax and that staff be authorized to execute change orders up to \$18,919 for either the base bid work or the bid alternates to make full use of the grant funds available.

Olympic Stadium Preservation Project Bids-June 2, 2020

Contractors	Rognilins	Western WA	Emtech	Christensen Inc	J.A. Morris
Base Bid	\$ 331,950.00	\$ 391,420.00	\$ 374,000.00	\$ 367,000.00	\$ 380,897.54
tax	\$ 29,543.55	\$ 34,836.38	\$ 33,286.00	\$ 32,663.00	\$ 33,899.88
Total	\$ 361,493.55	\$ 426,256.38	\$ 407,286.00	\$ 399,663.00	\$ 414,797.42
Alternative 1	\$ 78,800.00	\$ 77,120.00	\$ 64,000.00	\$ 69,850.00	\$ 124,919.76
tax	\$ 7,013.20	\$ 6,863.68	\$ 5,696.00	\$ 6,216.65	\$ 11,117.86
Total of alternate	\$ 85,813.20	\$ 83,983.68	\$ 69,696.00	\$ 76,066.65	\$ 136,037.62
Alternative 2	\$ 90,750.00	\$ 83,973.00	\$ 57,500.00	\$ 57,250.00	\$ 122,115.52
tax	\$ 8,076.75	\$ 7,473.60	\$ 5,117.50	\$ 5,095.25	\$ 10,868.28
Total of Alternate	\$ 98,826.75	\$ 91,446.60	\$ 62,617.50	\$ 62,345.25	\$ 132,983.80
Contractor	Rognilins	Western WA	Emtech	Christensen Inc	J.A. Morris
Base Bid Total	\$ 361,493.55	\$ 426,256.38	\$ 407,286.00	\$ 399,663.00	\$ 414,797.42
Alternate 1 Total	\$ 85,813.20	\$ 83,983.68	\$ 69,696.00	\$ 76,066.65	\$ 136,037.62
Total of Base plus Alternate 1	\$ 447,306.75	\$ 510,240.06	\$ 476,982.00	\$ 475,729.65	\$ 550,835.04
Contractor	Rognilins	Western WA	Emtech	Christensen Inc	J.A. Morris
Base Bid Total	\$ 361,493.55	\$ 426,256.38	\$ 407,286.00	\$ 399,663.00	\$ 414,797.42
Alternate 2 Total	\$ 98,826.75	\$ 91,446.60	\$ 62,617.50	\$ 62,345.25	\$ 132,983.80
Total of Base plus Alternate 2	\$ 460,320.30	\$ 517,702.98	\$ 469,903.50	\$ 462,008.25	\$ 547,781.22
Base bid Total	\$ 361,493.55	\$ 426,256.38	\$ 407,286.00	\$ 399,663.00	\$ 414,797.42
Alternate 1 Total	\$ 85,813.20	\$ 83,983.68	\$ 69,696.00	\$ 76,066.65	\$ 136,037.62
Alternate 2 Total	\$ 98,826.75	\$ 91,446.60	\$ 62,617.50	\$ 62,345.25	\$ 132,983.80
Total of Base plus Alternates 1 & 2	\$ 546,133.50	\$ 601,686.66	\$ 539,599.50	\$ 538,074.90	\$ 683,818.84

Tracy Wood

From: ROSS SHOFNER <ejshofner@comcast.net>
Sent: Wednesday, June 03, 2020 3:00 PM
To: Tracy Wood
Subject: bee ordinance

To the Council of the City of Hoquiam:

I am speaking in favor of allowing bee keeping within the city limits of Hoquiam. Bees are a critical part of our eco system and in danger. The increase in interest for home gardening because of the current pandemic makes it even more important to have bees to pollinate these home crops.

I'm pleased that the City is considering this opportunity for bee keeping and look forward to a positive outcome.

Jean Shofner
422 Chenault Ave
Hoquiam, WA
360-593-0381



Office of the Finance Director

CITY OF HOQUIAM

609 – 8th Street, Hoquiam, WA 98550

(360) 538-3969 – FAX (360) 538-0938

Email: cschmid@cityofhoquiam.com

Report From Officer

DATE: June 8, 2020
TO: Mayor Ben Winkelman and Council Members
FROM: Corri Schmid, Finance Director
SUBJECT: Finger Print Scanner

The Police Department was awarded a \$26,450 federal grant from the Washington State Patrol to upgrade their finger scanning system. The current system is from 2011 and breaks down quite often.

The City received the following two bids:

Crossmatch	\$23,274.45
Livescan-DataWorks	\$14,247.36

Recommendation:

Staff recommends that the Council award the bid to Livescan - DataWorks.

RESOLUTION NO. 2020-05

A RESOLUTION adopting the comprehensive street program prepared by the City Administrator pursuant to RCW 35.77.

WHEREAS, RCW 35.77 requires the legislative body of each city to annually review and determine current city street needs and to prepare and adopt a comprehensive street program for the ensuing six years; and

WHEREAS, the Hoquiam City Council did hold a public hearing on the proposed comprehensive street program at the City Hall, in Hoquiam, Washington, by video conferencing, on the 8th day of June, 2020; and

WHEREAS, there were no written objections to the comprehensive six year street program prepared by the City of Hoquiam; now therefore,

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON, IN REGULAR MEETING DULY ASSEMBLED, AS FOLLOWS:

SECTION 1. That, based on the findings of the Mayor and Council and the program prepared by the City Administrator for the City of Hoquiam, the attached comprehensive street program is hereby adopted.

SECTION 2. That a copy of the comprehensive street program for the ensuing six years, together with a copy of this resolution, be filed with the Director of Highways of the State of Washington.

ADOPTED by the Mayor and City Council on June 8, 2020.

Ben Winkelman – Mayor

ATTEST:

Corrine Schmid – Finance Director



Applicant Resolution/Authorization

Organization Name (sponsor) City of Hoquiam

Resolution No. or Document Name 2020-06

Project(s) Number(s), and Name(s) Moon Island Road and Olympic Stadium Renovation

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	Brian Shay, City Administrator
RCO Grant Agreement (Agreement)	Brian Shay, City Administrator
Agreement amendments	Brian Shay, City Administrator
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Brian Shay, City Administrator

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title Mayor _____ Date 5/29/20

On File at: City of Hoquiam, 609 8th St., Hoquiam, WA 98550

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: Zoom Virtual Meeting Date: 6/8/2020

Washington State Attorney General's Office

Approved as to form  2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

2020-07
City of Hoquiam
CDBG Resolution with Certification of Compliance

WHEREAS, the City of Hoquiam is authorized to apply to the state Department of Commerce for a Community Development Block Grant (CDBG); and

WHEREAS, City of Hoquiam has identified a community development and housing priority need for which to seek CDBG funding; and

WHEREAS, it is necessary certain conditions be met to receive CDBG funds;

NOW, THEREFORE, be it resolved that the City of Hoquiam authorizes submission of this CDBG application to the state Department of Commerce to request \$ 900,000 to repair, renovate and preserve the Olympic Stadium and certifies that, if funded, it:

Will comply with applicable provisions of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable state and federal laws;

Has provided and will provide opportunities for citizen participation that satisfy the CDBG requirements of 24 CFR 570.486;

Will not use assessments against properties owned and occupied by low- and moderate-income persons or charge user fees to recover the capital costs of CDBG-funded public improvements from low- and moderate-income owner-occupants;

Has established or will establish a plan to minimize displacement as a result of activities assisted with CDBG funds; and assist persons actually displaced as a result of such activities, as provided in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;

Has adopted or will adopt a policy(s) to reduce greenhouse gas emissions in accordance with RCW 70.235.070 and certifies this project will adhere to this policy(s);

Will conduct and administer its program in conformance with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act; and will affirmatively further fair housing (Title VIII of the Civil Rights Act of 1968); and

Has adopted (or will adopt) and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and has adopted (or will adopt) and implement a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstration within its jurisdiction, in accordance with Section 104(1) of the Title I of the Housing and Community Development Act or 1974, as amended; and

The City of Hoquiam designates Brian shay, City Administrator, as the authorized representative to act in all official matters in connection with this application and the City of Hoquiam's participation in the State of Washington CDBG Program.

Signature _____

Date _____

Name Ben Winkelman

Title Mayor

Attested _____
Corrine Schmid, Finance Director

Date _____

Resolution with Certifications of Compliance Instructions

The applicant's local legislative body must pass a resolution authorizing the chief administrative official to submit the CDBG application to the state Department of Commerce and certifying compliance with state and federal laws and specific program requirements. For the current CDBG contract terms and conditions contact CDBG staff.

Download this resolution from the *Library Tab* and insert the local and project specific information as indicated. This resolution may be reformatted to meet the local government's requirements for official resolutions. Do not change the wording of the clauses without prior approval from the CDBG staff.

Amount Requested

The CDBG amount you list in the resolution must not be less than the actual CDBG amount requested in the application budget. It is recommended this resolution be adopted after the CDBG amount to be requested is finalized.

Greenhouse Gas Emission Policy

Competitive state infrastructure funding programs must take into consideration the reduction of Greenhouse emissions in the selection process (RCW 70.235.070). An [example Greenhouse Gas Emissions Reduction Policy](#) is located on the [CDBG website](#) under Guidance Materials.



Projects that are **not capital construction** can choose to take out this greenhouse gas emission clause from the certifications template: "Has adopted or will adopt a policy(s) to reduce greenhouse gas emissions in accordance with RCW 70.235.070 and certifies this project will adhere to this policy(s)."

Designated Applicant Representative

Along with the chief administrative official, the resolution can designate another authorized representative of the applicant jurisdiction to act in all official matters in connection with this CDBG application.

Signature

The resolution must be signed by the authorized chief administrative official and the signed copy must be uploaded with the application. The chief administrative official is the mayor, county commission chair, county administrator or city manager.

Next Steps if Funded

If funded, Commerce will collect the following documents prior to executing a CDBG contract:

1. Residential Anti-Displacement and Relocation Assistance Plan
2. Excessive Force Policy
3. Greenhouse Gas Emissions Reduction Policy (if applicable)

Samples of these documents are available on the CDBG website or upon request.



A resolution that references a project other than the one proposed in this application will not be accepted. Using a version of the Certifications of Compliance from a prior year CDBG application may not be accepted, since new clauses may have been added to this current version that apply to the proposed project.

If submitting multiple applications (i.e., construction **and** planning) a separate Resolution with Certifications is required for each application/grant type.



Interagency Agreement with

City of Hoquiam

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: 20-6541C-200

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

1. Contractor City of Hoquiam 609 8th St Hoquiam, Washington 98550-3522		2. Contractor Doing Business As (optional)	
3. Contractor Representative Brian Shay City Administrator (360) 532-5700 bshay@cityofhoquiam.com		4. COMMERCE Representative Kari Sample Project Manager (360) 764-3090 Fax 360-586-5880 Kari.sample@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Contract Amount \$256,200.00	6. Funding Source Federal: X State: Other: N/A:	7. Start Date March 1, 2020	8. End Date October 31, 2020
9. Federal Funds (as applicable) \$256,200.00	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.999	Indirect Rate (if applicable): 10.00%
10. Tax ID # XXXXXXXXXXXXXXXX	11. SWV # SWV0028937-00	12. UBI # 144000004	13. DUNS # N/A
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 _____ Ben Winkleman, Mayor _____ 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
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1. AUTHORITY

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

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

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

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

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

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

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

5. EXPENSES

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

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

6. INDIRECT COSTS

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

7. BILLING PROCEDURES AND PAYMENT

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

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
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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:

**SPECIAL TERMS AND CONDITIONS
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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:

**SPECIAL TERMS AND CONDITIONS
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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

**GENERAL TERMS AND CONDITIONS
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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.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
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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

**GENERAL TERMS AND CONDITIONS
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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

**GENERAL TERMS AND CONDITIONS
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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:	\$ -	\$ -	\$ -	

Drive-In WiFi (D-IWF) Hotspots Project Overview and Requirements Phase One

The initial objective of the Drive-In WiFi (D-IWF) Hotspot Project is to provide free internet access as a response to mitigate the impacts of COVID-19 for Washingtonians who do not have broadband service to their homes. There is a specific emphasis on student access. To accomplish this, the D-IWF Project Team (Washington State University Extension, the Washington State Broadband Office and the Washington State Library) has been working to identify host sites (i.e., Extension offices, local libraries, schools) with **currently available wired internet access** which can be expanded for this use. The equipment provided by the project will need to be installed outside the building to extend the existing wired broadband internet access wirelessly into a parking lot. Limited technical assistance is available for installation.

The project is being rolled out in three phases. Phase One includes fifteen rural sites and launched the week of April 20th. Participation in Phase One will help develop best practices and processes for expansion. Phase Two has targeted expansion to the balance of WSU Extension locations (or partners) to ensure one D-IWF site connected to the WSU system in every county (where possible at a WSU Extension office). In Phases One and Two if the host site is not an Extension owned location then a written agreement concerning installation, maintenance and use will have to be executed between WSU and the anchor location. Phase Three will be accomplished primarily by the Washington State Broadband Office and will add locations – most not connected to the WSU system – to provide expanded coverage across the state.

Project Provides (at no cost to the Host Partner Site):

- Equipment needed to turn internet service “inside-out” (see Project Network Deployment diagram).
- Equipment will be delivered to the address provided by the local point of contact.
- Remote Installation help and a video tutorial available (onsite help only when not available locally).
- Extension of 2.4 or 5Ghz internet service for the identified parking lot.
- WSU Extension (CAHNRS IT) will handle software configuration and maintenance.
- Templates/materials for promoting (signage, press releases, etc.).
- Placement on the state broadband map.

Host Partner Provides:

- Wired Internet access (100 Mbs preferred) and ongoing usage paid for by the Host Partner.
- Building, pole or other infrastructure to attach antenna and other required equipment.
- Parking lot with sufficient space for social distancing.
- Equipment installation requires basic cabling and mounting hardware but that will be unique to each location so should be provided locally when possible.
- Installation by Host Partner’s technician is preferred.
- Point of contact for the D-IWF Project Team and local WSU Extension County Director.

WSU Extension County Director Coordinates with the Host Partner to:

- Serve as a liaison with Host Partner and to the D-IWF Project Team.
- Assist with information sharing about the project within the local community, etc.
- Communicate and share best practices and lessons learned.
- Take photos during installation and/or during its use for reporting, local promotion, etc.
- Make decisions about access (i.e., hours of use, lighting in parking lot).
- Work with local public safety to ensure there is security at the site.

For questions or more information please contact:

Monica Babine at babinem@wsu.edu or 206.999.8032; Mike Gaffney at mjgaffney@wsu.edu or 509.335.4611

April 27, 2020



Interagency Agreement with

City of Hoquiam

through

Washington State Department of Commerce
Local Government Division
Growth Management Services

For

Emerging Issues / Outreach Grant

Start date:

Date of Execution

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 20-63210-001

**Washington State Department of Commerce
Local Government Division
Growth Management Services
Emerging Issues / Outreach Grant**

1. Contractor City of Hoquiam 609 Eighth Street Hoquiam, WA 98550		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Brian Shay City Administrator (360) 538-3983 Fax (360) 532-4031 bshay@cityofhoquiam.com		4. COMMERCE Representative Matt Ojennus Senior Planner (360) 725-4047 matthew.ojennus@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia Washington 98504-2525	
5. Contract Amount \$45,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of Execution	8. End Date June 30, 2021
9. Federal Funds (as applicable) N/A		Federal Agency: N/A CFDA Number N/A	
10. Tax ID # 91-6001251	11. SWV # SWV0028937-00	12. UBI # 144-000-004	13. DUNS # N/A
14. Contract Purpose To develop revitalizations plans for the downtown area and other local facilities.			
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 and Attachment "B" – Budget.			
FOR CONTRACTOR _____ Ben Winkelman, Mayor City of Hoquiam _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	

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

1. AUTHORITY

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

2. 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.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **forty-five thousand dollars (\$45,000)** 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.

4. BILLING PROCEDURES AND PAYMENT

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

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S satisfactory acceptance of Contractor's performance and/or deliverable.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number **20-63210-1**. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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.

Ineligible Costs

Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and

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

volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

5. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. 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

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

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

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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 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 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. 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

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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 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.

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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.

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

Task	Description	Due Date
Task 1	Complete the Downtown Hoquiam Revitalization Plan	
Task 1.1	Inventory existing conditions in Downtown Hoquiam including but not limited to: Development regulations Traffic patterns Quality of public facilities Property ownership, building assessment Utilization of property/buildings and future plans of property owners FEMA 100/500 year floodplain Assessed valuation and tax base Deliverable: Report on existing conditions in Downtown Hoquiam	September 30, 2020
Task 1.2	Develop downtown revitalization plan to meet the vision of the community that includes a list of capital improvements necessary in the next six years Deliverable: Final draft downtown revitalization plan	March 31, 2021
Task 1.3	Adoption of downtown revitalization plan Public hearing by planning commission Public hearing by city council Adoption of plan by city council Deliverable: Adopted downtown revitalization plan	June 1, 2021
Task 2	Complete Olympic Stadium Plan	
Task 2.1	Inventory existing conditions in the Olympic Stadium complex including but not limited to: Zoning Traffic patterns Quality and current condition of the public facilities Property ownership of adjacent parcels Utilization of property now, in the future and potential opportunities FEMA 100/500 year floodplain Deliverable: Report on existing conditions at the Olympic Stadium complex	September 30, 2020

Task 2.2	Develop Olympic Stadium plan to meet the vision of the community with a list of capital improvements necessary in the next six years Deliverable: Final draft Olympic Stadium plan	March 31, 2021
Task 2.3	Adoption of Olympic Stadium plan Public hearing by planning commission Public hearing by city council Adoption of plan by city council Deliverable: Adopted Olympic Stadium plan	June 1, 2021

Budget

Deliverable 1.1	Report on existing conditions in Downtown Hoquiam	\$8,500
Deliverable 1.2	Final draft downtown revitalization plan	\$17,000
Deliverable 1.3	Adopted downtown revitalization plan	\$8,500
Deliverable 2.1	Report on existing conditions in the Olympic Stadium district	\$2,750
Deliverable 2.2	Final draft Olympic Stadium plan	\$5,500
Deliverable 2.3	Adopted Olympic Stadium plan	\$2,750
		\$45,000