

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, JUNE 23, 2020**



On June 17, 2020, Governor Inslee's Proclamation 20-28.4 was extended through July 1, 2020. The proclamation continues the prohibition on "in-person" meetings. However, the proclamation does not limit permissible "action" to "necessary and routine matters" and "matters necessary to respond to the COVID-19 outbreak and current health emergency." As a result, Council may conduct business on all matters coming before it; but should not do so at a meeting conducted in-person. This meeting will be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

COMMITTEE-OF-THE-WHOLE MEETING – 6:00 PM

PAGE

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
4. **NEW BUSINESS**
 - A. Resolution authorizing the Mayor to sign the Washington State Department of Commerce Interagency Agreement with the City of Grandview through the Coronavirus Relief Funds for Local Governments 1-40
 - B. 2021-2026 Six-Year Transportation Improvement Program 41-53
 - C. Ordinance establishing a separate Wastewater Fund 54-56
5. **OTHER BUSINESS**
6. **ADJOURNMENT**

On June 17, 2020, Governor Inslee's Proclamation 20-28.4 was extended through July 1, 2020. The proclamation continues the prohibition on "in-person" meetings. However, the proclamation does not limit permissible "action" to "necessary and routine matters" and "matters necessary to respond to the COVID-19 outbreak and current health emergency." As a result, Council may conduct business on all matters coming before it; but should not do so at a meeting conducted in-person. This meeting will be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

The City of Grandview Committee-of-the-Whole & Regular Council Meetings scheduled for Tuesday, June 23, 2020 at 6:00 pm and 7:00 pm will only be available via teleconference.

Please join my meeting from your computer, tablet or smartphone.

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**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE

Resolution authorizing the Mayor to sign the Washington State Department of Commerce Interagency Agreement with the City of Grandview through the Coronavirus Relief Funds for Local Governments

AGENDA NO.: New Business (A)

AGENDA DATE: June 23, 2020

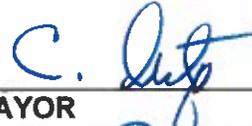
DEPARTMENT

Administration

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

City Administrator/Public Works Director Cus Arteaga


MAYOR

CITY ADMINISTRATOR

MAYOR





ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

On April 27, 2020, Governor Inslee announced the award of nearly \$300 million to local governments in Coronavirus Relief Funds (CRF) from Washington State's allocation of the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding. The City of Grandview's award is \$336,000.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Prior to receiving funds, a contract will need to be executed with the Washington State Department of Commerce. Funds may only 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);
2. were 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; and
3. were incurred during the period that begins on March 1, 2020 and ends on October 31, 2020.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the Washington State Department of Commerce Interagency Agreement with the City of Grandview through the Coronavirus Relief Funds for Local Governments to a regular Council meeting for consideration.

Anita Palacios

From: Butz, Susan (COM) <susan.butz@commerce.wa.gov>
Sent: Tuesday, June 9, 2020 8:46 AM
To: Anita Palacios; Matt Cordray
Cc: Butz, Susan (COM)
Subject: 20-6541C-192 COVID 19 Relief Funds Grandview for Signature
Attachments: Online A19 External User Manual 7.2018.pdf; Online-A19-External-User-Request-Form.docx; CRF A-19 Activity Report.xlsx; Contract_20-6541C-192 Grandview.docx

[External Email]

Hello Anita and Matt,

Attached is your contract for signature and the documents that you will need to request funds. Please sign in blue ink, scan in color and return the contract to me for full execution. Once the contract is executed and a fully signed version is returned to you, you will be able to start requesting reimbursements.

Best,

Susan Bütz

Direct Grant Manager

Community Assistance & Research Unit

Local Government Division

Cell: 360-764-9552

Work Hours: M – TH 7:00 am to 5:30 pm

Fridays Off

Anita Palacios

From: Anita Palacios
Sent: Thursday, June 4, 2020 3:15 PM
To: susan.butz@commerce.wa.gov
Cc: Hanson, Tony (COM); Cus Arteaga; Gloria Mendoza (mendozag@grandview.wa.us); Gloria Mendoza; Matt Cordray
Subject: RE: Grandview - Coronavirus Relief Funds (CRF)
Attachments: Working_Papers_20-6541C-192 - Grandview.docx

Susan,

Attached is the City of Grandview's CRF for Local Governments Contract Working Papers. We look forward to receiving the contract for execution.

If you need any additional information or documentation, please do not hesitate to contact either myself or Matt Cordray, City Treasurer mattc@grandview.wa.us.

Thanks,

Anita G. Palacios, MMC
City Clerk/Human Resources
City of Grandview
207 West Second Street
Grandview, WA 98930
PH: (509) 882-9208 or 882-9200
Fax: (509) 882-3099
anitap@grandview.wa.us
www.grandview.wa.us

From: Gower, Nancy (COM) <nancy.gower@commerce.wa.gov> **On Behalf Of** Hanson, Tony (COM)
Sent: Tuesday, June 2, 2020 5:36 PM
To: Anita Palacios <anitap@grandview.wa.us>
Cc: Cus Arteaga <carteaga@grandview.wa.us>; Gloria Mendoza <MendozaG@grandview.wa.us>
Subject: Grandview - Coronavirus Relief Funds (CRF)

[External Email]



June 2, 2020

Dear Anita:

We offer our sincere apologies that you have not received our email. The following Coronavirus Relief Funds award for Grandview was sent to: mendozag@grandview.wa.us and carteaga@grandview.wa.us on May 20:

Congratulations! Governor Inslee has directed the Washington State Department of Commerce (Commerce) to release a portion of the federal Coronavirus Relief Funds to local governments, which includes an award of \$336,000 for Grandview.

Funds may only 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);
2. were 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; and
3. were incurred during the period that begins on March 1, 2020 and ends on October 31, 2020.

Prior to receiving funds, a contract will need to be executed with Commerce. Please have your team provide the information requested in the attached Contract Working Papers document and return it at your earliest convenience.

We've also attached a blank contract template so you may begin reviewing the terms, conditions, and scope of work. We will send a completed contract for execution after the Working Papers are received and contract terms are accepted.

If you have any questions or need additional information, please contact your Commerce Project Manager, Susan Butz at: susan.butz@commerce.wa.gov or at: (360) 764-9552.

Sincerely,



Tony Hanson, Deputy Assistant Director
Local Government Division

Anita Palacios

From: Gower, Nancy (COM) <nancy.gower@commerce.wa.gov> on behalf of Hanson, Tony (COM) <tony.hanson@commerce.wa.gov>
Sent: Tuesday, June 2, 2020 5:36 PM
To: Anita Palacios
Cc: Cus Arteaga; Gloria Mendoza
Subject: Grandview - Coronavirus Relief Funds (CRF)
Attachments: CRF Program Guidelines FINAL.pdf; CRF Contract Template FINAL.docx; Working_Papers_20-6541C-192.docx

[External Email]



June 2, 2020

Dear Anita:

We offer our sincere apologies that you have not received our email. The following Coronavirus Relief Funds award for Grandview was sent to: mendozag@grandview.wa.us and carteaga@grandview.wa.us on May 20:

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Prior to receiving funds, a contract will need to be executed with Commerce. Please have your team provide the information requested in the attached Contract Working Papers document and return it at your earliest convenience.

We've also attached a blank contract template so you may begin reviewing the terms, conditions, and scope of work. We will send a completed contract for execution after the Working Papers are received and contract terms are accepted.

If you have any questions or need additional information, please contact your Commerce Project Manager, Susan Butz at: susan.butz@commerce.wa.gov or at: (360) 764-9552.

Sincerely,



Tony Hanson, Deputy Assistant Director
Local Government Division

Coronavirus Relief Funds for Local Governments Contract Working Papers

Local Government Name: Grandview

COM Contract Number: 20-6541C-192

COM Short Code: CV20192

Grant Amount: \$336,000

Instructions:

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

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

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

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

If you have any questions or need additional information, please contact Susan Butz, at susan.butz@commerce.wa.gov or (360) 764-9552.

GRANTEE INFORMATION

** Required Field*

1	<i>List the contact information for the person who will administer the grant once the contract is signed. Grant documents and correspondence will be sent to this person.</i>	
	First Name: *	Matthew
	Last Name: *	Cordray
	Title: *	City Treasurer
	E-mail Address: *	mattc@grandview.wa.us
	Telephone Number: *	(509) 882-9200
2	Street Address: *	207 West Second Street
	City: *	Grandview
	Zip Code: *	98930
3	Statewide Vendor (SWV) number: *	SWV 0000003-00
4	Your Federal Indirect Rate:	
5	Your fiscal year end date:	
6	<i>List the name and title for the person authorized by this organization to sign the contract.</i>	
	First Name:	Gloria
	Last Name:	Mendoza
	Title:	Mayor



Coronavirus Relief Funds for Local Governments Program Guidelines

CARES Act Funds for Local Governments
In Washington State

Administered by the Department of Commerce
Local Government Division

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

Contact Information

Mailing / Street Address:

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

Program Leadership:

Tony Hanson
Deputy Assistant Director
Community Capital Facilities Unit
360-725-3005
Tony.Hanson@commerce.wa.gov

Tina Hochwender
Managing Director
Community Assistance and Research Unit
360-725-3087
Tina.Hochwender@commerce.wa.gov

Commerce Leadership:

Lisa Brown, Ph.D.
Director

Mark Barkley
Assistant Director
Local Government Division

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

**Coronavirus Relief Funds (CRF) for Local Governments
Program Guidelines**

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General Information

1. Source of Funds

You have been awarded funds through the state's Coronavirus Relief Funds (CRF). The funds are available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

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

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

2. Allocation Formula

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

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

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

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

3. Period of Performance

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

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

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

4. Intended Use

Under the CARES Act, the Coronavirus Relief Funds (CRF) may be used to cover costs that:

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

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

- a) The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; *OR*
 - b) The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.
3. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

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

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

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

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

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

5. Eligible costs

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

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

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

6. **Any other COVID-19-related expenses** reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

6. *Ineligible costs*

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

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

7. *Eligible cost test*

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

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

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

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

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

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

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

8. Cost reimbursement

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

Final Date of Reimbursements

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

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

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

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

1. Medical Expenses
 - A. Public hospitals, clinics, and similar facilities
 - B. Temporary public medical facilities & increased capacity
 - C. COVID-19 testing, including serological testing
 - D. Emergency medical response expenses
 - E. Telemedicine capabilities
 - F. Other
2. Public Health Expenses
 - A. Communication and enforcement of public health measures
 - B. Medical and protective supplies, including sanitation and PPE
 - C. Disinfecting public areas and other facilities
 - D. Technical assistance on COVID-19 threat mitigation
 - E. Public safety measures undertaken
 - F. Quarantining individuals
 - G. Other
3. Payroll expenses for public employees dedicated to COVID-19
 - A. Public Safety
 - B. Public Health
 - C. Health Care
 - D. Human Services
 - E. Economic Development
 - F. Other
4. Expenses to facilitate compliance with COVID-19 measures
 - A. Food access and delivery to residents
 - B. Distance learning tied to school closings
 - C. Telework capabilities of public employees

- D. Paid sick and paid family and medical leave to public employees
- E. COVID-19-related expenses in county jails
- F. Care and mitigation services for homeless populations
- G. Other

5. Economic Supports

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

6. Other COVID-19 Expenses

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

Process and Procedure to Obtain Funds

1. Award Letter

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

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

Included with the award letter will be:

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

2. Working papers

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

- Contact information for the person who will administer the grant once the contract is signed. Grant documents and correspondence will be sent to this person.
- Your Statewide Vendor Number (SWV#)
- Your Federal Indirect Rate
- Your fiscal year end date
- Name and title for the person authorized by the jurisdiction to sign the contract

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

3. Contract

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

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

4. Reimbursements

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

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

Access to CMS is available through the Secure Access Washington (SAW) portal. You will need to create a SAW account if you do not already have one. Please find detailed instructions here: [Office of Financial Management](#). It may take up to three weeks after you submit this information for an electronic transfer account to be set up. We will automatically receive your SWV number from the office that sets them up.

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

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

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

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

Monitoring visits may be scheduled.

5. A-19 Certification and Activity Report

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

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

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

2. A completed A-19 Activity Report (instructions included in document):

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

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

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

RESOLUTION NO. 2020-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE DEPARTMENT
OF COMMERCE INTERAGENCY AGREEMENT WITH THE CITY OF GRANDVIEW
THROUGH THE CORONAVIRUS RELIEF FUND FOR LOCAL GOVERNMENTS**

WHEREAS, Governor Inslee directed the Washington State Department of Commerce to release a portion of the federal Coronavirus Relief Funds to local governments, which includes an award of \$336,000 for the City of Grandview; and,

WHEREAS, the City must execute an Interagency Agreement 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 21, 2020,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON, as follows:

The Mayor is hereby authorized to sign the Washington State Department of Commerce Interagency Agreement with the City of Grandview through the Coronavirus Relief Fund for Local Governments in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Interagency Agreement with

City of Grandview

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-192

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

1. Contractor City of Grandview 207 West Second Street Grandview, Washington 98930-9830		2. Contractor Doing Business As (optional)	
3. Contractor Representative Matthew Cordray City Treasurer (509) 882-9200 mattc@grandview.wa.us		4. COMMERCE Representative Susan Butz Project Manager (360) 764-9552 Fax 360-586-5880 susan.butz@commerce.wa.gov <div style="float: right; text-align: right;"> P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525 </div>	
5. Contract Amount \$336,000.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date March 1, 2020	8. End Date October 31, 2020
9. Federal Funds (as applicable) \$336,000.00		Federal Agency: US Dept. of the Treasury CFDA Number: 21.019 Indirect Rate (if applicable):	
10. Tax ID # XXXXXXXXXXXXXXXX	11. SWV # SWV0000003-00	12. UBI # 391000041	13. DUNS # 038520482
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 _____ Gloria Mendoza, 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
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

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

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

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

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

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

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

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

5. EXPENSES

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

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

6. INDIRECT COSTS

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

7. BILLING PROCEDURES AND PAYMENT

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

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

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

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

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

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

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

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

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

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

8. AUDIT

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

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

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

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

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

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

9. DEBARMENT

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

LOWER TIER COVERED TRANSACTIONS

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

10. LAWS

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

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
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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
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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. 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:

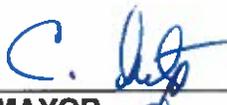
Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
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:	\$ -	\$ -	\$ -	

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE 2021-2026 Six-Year Transportation Improvement Program	AGENDA NO.: New Business (B) AGENDA DATE: June 23, 2020
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

 City Administrator/Public Works Director Cus Arteaga

CITY ADMINISTRATOR 	 MAYOR 
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ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

 Each year, the City is required to update the Six-Year Transportation Improvement Program (TIP).

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

The Six-Year Transportation Improvement Program (TIP) identifies street priority projects and funding sources. The Council has had a standing recommendation of not adding street projects unless there is a funding source available to support the recommendation.

Attached is the 2021-2026 Six-Year TIP for consideration.

The public hearing on the 2021-2026 Six-Year TIP is scheduled for the July 14, 2020 regular Council meeting.

ACTION PROPOSED

 Following the public hearing on July 14, 2020, move a resolution adopting the 2021-2026 Six-Year Transportation Improvement Program to a regular Council meeting for consideration.

Anita Palacios

From: Terry Alapeteri <talapeteri@hlacivil.com>
Sent: Sunday, May 31, 2020 8:29 AM
To: Cus Arteaga
Cc: Anita Palacios
Subject: Draft 2021-2026 TIP
Attachments: Grandview Draft 6-YR TIP 2021-2026.pdf

[External Email]

Cus,

Attached for City review and use are the draft 2021-2026 TIP sheets. Let us know if changes are needed. If no changes, let me know when you have the hearing/adoption date and resolution number and I will finalize and send to the MPO and WSDOT.

Terry D. Alapeteri, PE
HLA Engineering and Land Surveying, Inc.
509-966-7000



**NOTICE OF PUBLIC HEARING
2021-20256 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM**

NOTICE IS HEREBY GIVEN that the City Council of the City of Grandview, Washington, will conduct a public hearing on **TUESDAY, JULY 14, 2020 at 7:00 p.m.**, in the City Hall Council Chambers, 207 West 2nd Street, Grandview, Washington 98930, to receive comments on the 2021-2026 Six-Year Transportation Improvement Program.

All persons are invited to appear and to provide comments on these actions. Please contact the City Clerk, at the above address or by telephone 509-882-9200 between 8 a.m. and 5 p.m., no less than five (5) days prior to the hearing if you have special facility needs. If you are unable to attend the public hearing, written comments will be received until 5:00 p.m. the day of the hearing at the above address and will be entered into the record.

CITY OF GRANDVIEW

Anita G. Palacios, MMC
City Clerk

Publish: Grandview Herald – July 1 & July 8, 2020

RESOLUTION NO. 2020-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ADOPTING THE 2021-2026 SIX-YEAR TRANSPORTATION
IMPROVEMENT PROGRAM**

WHEREAS, the City of Grandview by statute must maintain a Six-Year Transportation Improvement Program for the improvement and maintenance of City streets; and,

WHEREAS, the 2021-2026 Six-Year Transportation Improvement Program has been revised and reflects the needs of the City for street maintenance and improvements; and,

WHEREAS, the Grandview City Council held a public hearing on the 2021-2026 Six-Year Transportation Improvement Program at its July 14, 2020 regular meeting,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, as follows:

The 2021-2026 Six-Year Transportation Improvement Program as attached hereto and incorporated herein by reference is hereby approved and adopted.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on July 14, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Six Year Transportation Improvement Program From 2021 to 2026

Agency: Grandview
 County: Yakima
 MPO/RTPD: YVCOG

N Inside
 Y Outside

Functional Class	16	Priority Number	1 / 8052(003)	B. STIP ID		Hearing		Adopted		Amendment		Resolution No.		Improvement Type	04	Utility Codes	C P T W	Total Length	0.740 CE	Environmental Type		RW Required	No
G. Structure ID				WA-05178																			
A. PIN/Project No.				Old Inland Empire Highway Improvements																			
C. Project Title				Grandridge Avenue to Elm Street																			
D. Road Name or Number				Reconstruct roadway including widening, excavation, gravel surfacing, hot mix asphalt, curb and gutter, sidewalk, storm drainage improvements, landscaping, and street lights.																			
E. Begin & End Termini																							
F. Project Description																							

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2024	STP(US)		1,897,700	0		296,200		2,193,900
Totals					1,897,700	0		296,200		2,193,900

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase	CN	0	0	0	2,193,900	0
Totals	0	0	0	0	2,193,900	0



Six Year Transportation Improvement Program From 2021 to 2026

Agency: Grandview
 County: Yakima
 MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	16	Priority Number	2	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	G. Structure ID WA-03874	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	04	Utility Codes	P T	Total Length	0.400 CE	Environmental Type		RW Required	No
				Wine Country Road & McCreedle Road Roundabout															
				Wine Country Road and to McCreedle Road Intersection Construct new roundabout including curb and gutter, sidewalks, hot mix asphalt, pavement markings, permanent signing, and street lighting.															

Funding									
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds	Total Funds
P	ALL	2022	TIB	0		666,700		666,700	963,000
Totals				0		666,700	96,300	666,700	963,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	963,000	0	0	0
Totals	0	963,000	0	0	0



Six Year Transportation Improvement Program From 2021 to 2026

Agency: Grandview
 County: Yakima
 MPORTPO: YVCOG

N Inside

Y Outside

Functional Class	17	Priority Number	3	B. STIP ID		Hearing		Adopted		Amendment		Resolution No.		Improvement Type	05	Utility Codes	CPSTW	Total Length	0.520 CE	Environmental Type		RW Required	No
				G. Structure ID	WA-10057																		
				A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description 5th Street Resurfacing Euclid Rd to Grandridge Rd Grind and overlay asphalt surface, pavement markings, update sidewalk ramps to ADA standards.																			

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
Status	P	ALL	2022		0	TIB	445,860	49,540	495,400
				Totals	0		445,860	49,540	495,400

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase	ALL	0	495,400	0	0	0
	Totals	0	495,400	0	0	0

Six Year Transportation Improvement Program
From 2021 to 2026

Agency: Grandview
County: Yakima
MPORTPO: YCOG

N Inside

Y Outside

Functional Class	19	Priority Number	4	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
				Larson Street Improvements South Fifth Street to Queen Street Roadway reconstruction including excavation, roadway widening, storm drainage improvements, hot mix asphalt, curb and gutter, and water system improvements.	WA-03875					D4	C P T	0.150	CE	No

Funding	Status	Phase	Phase Start Year (YYYY)	Federal Fund Code		State Fund Code	Local Funds	State Funds	Total Funds
				Federal Funds	Federal Funds				
P	ALL	2023	0	0	0	0	482,000	0	482,000
			Totals	0	0	0	482,000	0	482,000

Expenditure Schedule	Phase	Fiscal Year				
		1st	2nd	3rd	4th	5th & 6th
ALL	ALL	0	0	482,000	0	0
	Totals	0	0	482,000	0	0



Six Year Transportation Improvement Program From 2021 to 2026

Agency: Grandview
 County: Yakima
 MPORTPC: YVCOG

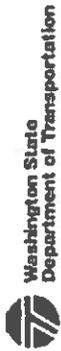
N Inside

Y Outside

Functional Class	19	Priority Number	5	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	G. Structure ID WA-03876	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Stassen Street Improvements Hillcrest Street to Velma Avenue Roadway reconstruction including excavation, roadway widening, storm drainage improvements, curb and gutter, hot mix asphalt, and water system improvements.						04		0.130	CE	No

Funding	Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL		2024		0		0		467,600
					0		0		467,600

Expenditure Schedule	Phase	Funding				
		1st	2nd	3rd	4th	5th & 6th
ALL		0	0	0	467,000	0
Totals		0	0	0	467,000	0



Six Year Transportation Improvement Program From 2021 to 2026

Agency: Grandview
 County: Yakima
 MPORTPO: YVCOG

N Inside

Y Outside

Functional Class	19	Priority Number	8	B. STIP ID		Hearing		Adopted		Amendment		Resolution No.		Improvement Type	04	Utility Codes	C P T	Total Length	0.180	CE	Environmental Type		RW Required	No
				G. Structure ID	WA-05489																			
				A. PIN/Project No.																				
				C. Project Title																				
				D. Road Name or Number																				
				E. Begin & End Termini																				
				F. Project Description	Birch Avenue Improvements																			
					Wine Country Road to East Third Street																			
					Roadway reconstruction including excavation, curb and gutter, hot mix asphalt, storm drainage improvements, and water system improvements.																			

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
Status	P	ALL	2024		0		0		572,000
					Totals		0		572,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase	ALL	0	0	0	572,000	0
Totals		0	0	0	572,000	0



Six Year Transportation Improvement Program From 2021 to 2026

Agency: Grandview
 County: Yakima
 MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	19	Priority Number	7	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Highland Road Improvements Elm Street to East City Limits Roadway reconstruction including excavation, roadway widening, curb and gutter, hot mix asphalt, storm drainage improvements, and water and sewer system improvements.	WA-03878					04	P T	1,000 CE		No

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL		ALL	2025		0		0	0	3,407,000
				Totals		0		0	0	3,407,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th	Totals
Phase	ALL	0	0	0	0	3,407,000	3,407,000
	Totals	0	0	0	0	3,407,000	3,407,000



Six Year Transportation Improvement Program From 2021 to 2026

Agency: Grandview
 County: Yakima
 MPO/RTO: YCOG

N Inside

Y Outside

Functional Class	17	Priority Number	8	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
				Forsell Road Resurfacing Putebaugh Road to Wallace Way Grind and overlay asphalt surface, and pavement markings.	WA-10058					05	C P S T W	0.510	CE	No

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	P	ALL	2023		TIB	0		327,800	36,400	364,000
				Totals		0		327,800	36,400	364,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase	ALL	0	0	364,000	0	0
Totals		0	0	364,000	0	0



Six Year Transportation Improvement Program From 2021 to 2026

Agency: Grandview
 County: Yakima
 MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	17	Priority Number	9	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				2nd Street Improvements Hilcrest Road to Avenue J Reconstruct roadway including excavation, crushed surfacing, hot mix asphalt, curb and gutter, sidewalks, storm drainage, street lighting, and pavement markings.	WA-12113					04	C P S T W	0.150 CE		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			TIB	69,120		69,120	7,680	76,800
P	CN	2021			TIB	530,400		530,400	56,900	589,300
	Totals					599,520		599,520	64,580	666,100

Expenditure Schedule		Phase	1st	2nd	3rd	4th	5th & 6th
PE			76,800	0	0	0	0
CN			589,300	0	0	0	0
Totals			666,100	0	0	0	0

Grand Totals for Grandview		Federal Funds	State Funds	Local Funds	Total Funds
		1,897,700	2,239,890	5,473,620	9,611,000

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COUNCIL OF THE WHOLE MEETING**

ITEM TITLE

Ordinance establishing a Wastewater Fund that is separate from the Water Fund

AGENDA NO.: New Business 4 (C)

AGENDA DATE: June 23, 2020

DEPARTMENT

City Treasurer

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Matthew Cordray, City Treasurer



CITY ADMINISTRATOR

MAYOR



ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

In 2012, the City of Grandview and the United States Department of Agriculture Rural Development (USDA-RD) entered into a loan agreement for Wastewater Pumping Facility improvements. Within the letter of conditions from USDA-RD was a requirement to split the Water and Wastewater Fund into separate funds in 2020. This ordinance would satisfy that requirement.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

There are no changes to the budget amounts. The total revenues, expenditures and fund balances for the two separate funds will equal the balances for the current combined Water/Sewer fund.

ACTION PROPOSED

Move an ordinance establishing a Wastewater Fund that is separate from the Water Fund to a regular Council meeting for consideration.



United States Department of Agriculture
Rural Development
Olympia Area Office

July 17, 2012

Letter of Conditions, WEP

City of Grandview
Attn: Norm Childress, Mayor
207 West 2nd Street
Grandview, WA 98930

Dear Mayor Childress:

This letter with 2 Attachments enclosed establishes conditions which you must understand and agree to before further consideration may be given to your application. The State and Area staff of USDA, Rural Development (RD) will administer the loan on behalf of the Rural Development Utilities Program, Water and Environmental Program, hereafter referred to as the Agency. You must report any changes in design, project cost, source of funds, scope of services, or any other significant changes in the project to the Agency for review and approval. A written amendment to this letter will be prepared for approved changes. Changes not approved by the Agency may be cause for discontinuing processing of the application.

Your documents concerning the creation and legal existence of your entity are administratively acceptable; however, the documents will be reviewed further by our Office of the General Counsel at the time your file is forwarded for closing instructions. Any changes required by our Office of the General Counsel will be included in the closing instructions.

This letter is not to be considered as loan approval or as representation to the availability of funds. Please note: This funding package is being considered only on the basis that the City of Grandview split the Water and Waste Water fund into separate Water enterprise and Waste Water enterprise funds in 2020.

You may be required to refinance (graduate) the unpaid balance of the Agency loan, in whole or in part, if at any time the Agency determines your entity is able to obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time.

Extra copies of this letter are being provided for use by your engineer, attorney, bond counsel and accountant. All parties may access our web-site located at www.usda.gov/rus/water/ for the following:

1835 Black Lake Blvd SW • Suite C • Olympia, WA 98512-5716
Phone: (360) 704-7784 • FAX: (360) 704-7775 • TTY: (360) 704-7772
Web: <http://www.rurdev.usda.gov/wa/>

Committed to the future of rural communities.

"USDA is an equal opportunity provider, employer and lender."
To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W.
Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 795-6362 (TDD).

ORDINANCE NO. 2020-_____

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
ESTABLISHING A WASTEWATER FUND THAT IS SEPARATE
FROM THE WATER FUND**

WHEREAS, in 2012, the City pledged to separate the Wastewater and Water Funds in 2020 to satisfy conditions of a USDA Wastewater Loan;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Statement of Purpose: The City Council for the City of Grandview, Washington, has determined that in order to satisfy the conditions of a USDA Waterwater loan, it would be in the best interest of the city to establish a separate Wastewater Fund for any revenues and expenditures.

Section 2. Wastewater Fund:. The Wasterwater Fund (415) is hereby created. Said fund shall be available for any deposit of Wastewater revenues received.

Section 3. Expenditures of Fund: Monies in the Wastewater Fund shall be expended exclusively for any operations, capital or debt associated with Wastewater.

Section 4. Severability: If any provision of this Ordinance or its application to any person or circumstances is held to be invalid the remainder of this Ordinance or the application of the provisions to other persons or circumstances, shall not be affected.

Section 5. Effect: This Ordinance shall be in full force and effect five (5) day after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE: