CITY COUNCIL
SPECIAL MEETING
July 14, 2020 - 6:00 PM
Council Chambers, 865 SE Barrington Drive

NOTICE IS HEREBY GIVEN that the Oak Harbor City Council will hold a special meeting on Tuesday, July 14, 2020 starting at 6:00 PM to Consider Resolution No. 20-21 Approving CARES Funding Selection Committee Awards and to review applicants for the vacated City Council Position No. 7, and to receive an update from Human Resources. This meeting will take place in the Council Chambers, 865 SE Barrington Drive. Due to COVID-19, physical distancing and masks will be required of attendees per WA Proclamation 20-28. Meeting may also be viewed live on YouTube or Channel 10.

DATED this 10th day of July, 2020.

Julie Lindsey, City Clerk

SPECIAL MEETING

July 14, 2020 **AGENDA** **6:00 PM**

1. Resolution 20-21 Awarding the North Whidbey Island Small Business Relief Program Grants
2. Review of Applicants for Vacated Councilmember Position Number 7
3. Human Resources - Recent Staffing Changes Update

City of Oak Harbor
City Council Agenda Bill

Bill No. 1.
Date: July 14, 2020
Subject: Resolution 20-21 Awarding the North Whidbey Island Small Business Relief Program Grants

FROM: **Blaine Oborn, City Administrator**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Grant Weed, Contracted City Attorney, as to form

RECOMMENDED ACTION

Recommended motion:

Move to approve Resolution 20-21 approving the CARES Grant Selection Committee Awards to the 70 businesses that qualified, for a total grant award amount not to exceed $588,453.

BACKGROUND / SUMMARY INFORMATION

Overview

The City of Oak Harbor and Island County partnered to create the North Whidbey Island Small Business Relief grant program. The City received $689,100 from CARES Act Funds for Local Governments in Washington State via an interagency agreement with the Department of Commerce, half of which it dedicated to the grant program. Island County received $4,665,100 from the Department of Commerce, $366,666 of which Commissioner Jill Johnson dedicated to the grant program. The County allocated $33,333 of their commitment for the City's administration of the grant program. With $344,550 from the City and $333,333 from the County dedicated to the grants to businesses, the total award amount available is $677,883.

Grant Selection Committee

Commissioner Jill Johnson and Mayor Bob Severns appointed six members to a CARES Grant Selection Committee. City Councilmembers Erica Wasinger and Tara Hizon served as liaisons to the Committee. The Committee Members signed a non-disclosure agreement, and received binders which contained summary information, scoring instructions, and all of the applications received. Thank you to the Committee Members for the extensive amount of time each of you took to review these applications!

- Darin Cook

- Bill Larsen
- Eric Marshall
- Maria McGee
- Wendy Shingleton
- Ronnie Wright

The Committee Members submitted their scores to staff, who then entered the data and responded to questions from the members. Once the scores were compiled, the Committee Members and Council Liaisons met with staff virtually to review the list and confirm the recommended awardees prior to presentation to Council.

Resolution 20-21

The approval of Resolution 20-21 [attachment 1] awards the CARES grant funding to the 70 businesses that qualified, for a total amount not to exceed $588,453. The grant awards to the businesses are "not to exceed" because the businesses must submit qualifying requests for reimbursement, as specified in the Professional Services Agreement required to receive the funds [attachment 2]. If the business does not have qualifying reimbursable expenses up to the amount they applied for, they will only receive reimbursement for the approved expenditures under Federal grant requirements.

The list of recipients and grant amounts not to exceed are included as Exhibit A to Resolution 20-21.

Applicants disqualified by the Committee

During the Selection Committee meeting, staff reviewed with members the list of businesses that the Committee had recommended to disqualify, based upon the business' request not clearly meeting the requirements of the use of funds. There were 14 businesses disqualified. Staff and the Committee discussed verifying with those businesses their request, and seeking additional clarification on the use of funds. Based upon information received from the Island County Budget Manager, some of the funds requested by these businesses should qualify under the Federal guidelines. Staff will contact the businesses marked as disqualified and work with them to see how much, if any, of their request does qualify based on the additional guidance received. This batch of applicants will be brought back to the Council Workshop on June 22, 2020 for another Resolution to award grant funding to these businesses as appropriate. Per the discussion with the Committee, only items and associated amounts listed in the applications will be included in the review.

Conclusion of Application Process

At this time, there will not be another round of applications. City staff is tracking amounts awarded to applicants and developing future programs to assist businesses should there be excess funds available in the program total.

Timeline

- 05/20/20 (Council Workshop)

    - Overview of COVID-19 Economic Recovery Response Effort and CARES Funding
- 06/02/20 (Council Meeting)
    - Approval of Resolution 20-18, Council determination of use of CARES Funding for North Whidbey Small Business Relief Fund Program
    - Approval of Interagency Agreement with the Washington State Department of Commerce, CARES Act Funds for Local Governments
    - Approval of Professional Service Agreement: Greater Oak Harbor Chamber of Commerce, CARES Grant Coordination
- 06/12/20
    - Mayor authorized staff to proceed with the backup plan for the City to administer the grant process itself, not using the Chamber of Commerce
- 06/13 – 06/16/20
    - City staff determined the timeline for getting applications to Council as soon as possible and developed the grant application and materials for applicants
- 06/16/20
    - City launched the CARES Grant Application online
- 06/17/20 (Council Special Workshop)
    - Approved Resolution 20-19: Creating the CARES Selection Committee for the North Whidbey Island Small Business Relief Fund Program
    - City Council requested that Councilmembers be on the Selection Committee or participate in the process.
    - Update on the Program
- 06/23/20
    - CARES Grant Application closed
- 06/22/20
    - Mayor provided list of suggested names for the CARES Grant Selection Committee
- 06/25/20
    - Commissioner Johnson confirmed the members to be appointed to the CARES Grant Selection Committee
- 06/26/20
    - Application binders with instructions and program overview provided to CARES Grant Selection Committee Members
- 07/01 – 07/06/20
    - CARES Grant Selection Committee Members submitted scores to City staff
- 07/01 – 07/08/20
    - Staff processed the scores received, and responded to Selection Committee comments / questions and followed-up with applicants as necessary to answer questions
- 07/07/20 (Council Meeting)
    - Approved Interlocal Cooperation Agreement with Island County, for Coronavirus Relief Fund Grant (CARES)
    - City Administrator Blaine Oborn provided Council an update about the expedited timeline and process
    - Council moved to hire a CPA or CPA firm to oversee the CARES Grant Process due to the resignation of the City's Finance Director
- 07/08/20

    - Staff met virtually with the GRANT Selection Committee and Council Liaisons to review the process, review the list of businesses the applicants had recommended to deny, and determine the list of recipients that would go before Council
- 07/10/20
    - Letters sent to businesses whose grant application was denied because it did not meet the criteria set by the Department of Commerce for the use of the funds (total of 13 businesses, total of $123,320 in denied grant amounts)
    - Council packet published with Resolution 20-21 for approval of grant recipients (total of 70 businesses, total amount awarded not to exceed $554,563)
    - Professional Services Agreement (PSA) with explanation of required documentation sent to grant recipients
- 07/14/20 (Council Special Meeting [tonight])
    - Approval of Resolution 20-21 for approval of grant recipients
- 07/22/20 (Council Workshop)
    - Approval of Resolution awarding grant funds to businesses that were initially deemed unqualified

LEGAL AUTHORITY

Chapter 39.34 RCW covers the Island County Department of Commerce Interagency Agreement pursuant to the authority granted by the Interlocal Cooperation Act; it also covers the Interlocal Cooperation Agreement with Island County.

OHMC Chapter 2.310 Purchase and Bidding – General Provisions

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.

FISCAL IMPACT

Provides relief for unbudgeted necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19). This is a reimbursable agreement with ambiguous guidelines, and additional guidelines are still being developed, causing a higher risk of post expenditure disallowance than typical grants.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

- May 20, 2020 Council Workshop – Overview of COVID-19 Economic Recovery Response Effort and CARES Funding
- June 2, 2020 Council Meeting – Resolution 20-18: Council determination of use of CARES Funding for North Whidbey Small Business Relief Fund Program; Interagency Agreement with the Washington State Department of Commerce, CARES Act Funds for Local Governments; Professional Service Agreement: Greater Oak Harbor Chamber of Commerce, CARES Grant Coordination
- June 17, 2020 Council Special Workshop – Resolution 20-19: Creating the CARES Selection Committee for the North Whidbey Island Small Business Relief Fund Program; Update on the Program
- July 7, 2020 Council Meeting – Interlocal Cooperation Agreement with Island County, for Coronavirus Relief Fund Grant (CARES); Council moved to hire a CPA or CPA firm to oversee the CARES Grant Process

ATTACHMENTS

1. Resolution 20-21 Awarding the North Whidbey Island Small Business Relief Program Grants
2. Professional Services Agreement required of Grant Recipients w attachments

RESOLUTION 20-21

A RESOLUTION OF THE CITY OF OAK HARBOR, WASHINGTON AWARDING THE NORTH WHIDBEY ISLAND SMALL BUSINESS RELIEF PROGRAM GRANTS

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services secretary Alex Azar declared a public health emergency for COVID-19, beginning January 27, 2020; and

WHEREAS, on February 29, 2020, Washington State Governor Jay Inslee proclaimed a public health emergency for COVID-19, beginning February 29, 2020; and

WHEREAS, on March 2, 2020 Island County Board of Commissioners proclaimed a public health emergency within Island County, WA for the COVID-19 virus; and

WHEREAS, on March 6, 2020, Mayor Severns signed an Emergency Proclamation declaring a state of emergency exists; and

WHEREAS, on March 17, 2020, the Oak Harbor City Council approved Resolution 20-09 affirming the Mayor's Emergency Proclamation and invoking certain emergency powers as provided for by Chapter 38.52 RCW; and

WHEREAS, on March 23, 2020 Washington State Governor Jay Inslee signed Proclamation 20-25, mandating certain "Stay Home – Stay Healthy" measures, including the closure of all non-essential businesses; and

WHEREAS, this action will have an undeniable and unfortunate economic impact on many Oak Harbor area community members; and

WHEREAS, the Governor's Stay Home – Say Healthy order and the COVID-19 crisis has impacted many businesses' ability in the Greater Oak Harbor Community to earn their regular incomes; and

WHEREAS, The City of Oak Harbor and the Washington State Department of Commerce are entered an Interagency Agreement for the Coronavirus Relief Fund for Local Governments Grant in the amount of $689,100 using CARES Act Funds; and

WHEREAS, The Grant is 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."; and

WHEREAS, on June 2, 2020, the Oak Harbor City Council approved Resolution 20-18, designating $344,550 of City CARES Funds to the North Whidbey Island Small Business Relief Fund Program for economic support in connection with the COVID-19 public health emergency related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures; and

WHEREAS, Island County and City of Oak Harbor both on July 7, 2020 approved an Interlocal Cooperation Agreement for Coronavirus Relief Fund (CARES) designating $366,666 of County CARES Funds to the North Whidbey Island Small Business Relief Fund Program for the (98277 zip code); and

WHEREAS, the North Whidbey Island Small Business Relief Fund Program will assist small businesses with grants to help get them back to work or adjust to new compliance requirements because of COVID-19; and

WHEREAS, on June 17, 2020, the Oak Harbor City Council approved Resolution 20-19, creating a selection committee to review and recommend grant applications submitted for the CARES North Whidbey Island Small Business Relief Fund Program To Assist Businesses Impacted Financially By Covid-19; and

WHEREAS, the CARES Grant Selection Committee reviewed the applications submitted and hereby makes the following recommendations for funding to the City Council, as listed in Exhibit A to this Resolution;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Oak Harbor accepts the recommendations of the CARES Grant Selection Committee to award to the listed applicants for up to the amounts listed for eligible grant costs per above noted State and County agreements.

PASSED by the City Council this 14th day of July 2020.

CITY OF OAK HARBOR

_____

Robert Severns, Mayor

ATTEST:

_____

Julie Lindsey, City Clerk

APPROVED AS TO FORM:

_____

Anna Thompson, Interim City Attorney

Resolution 20-21 Exhibit A

Awarding the North Whidbey Island Small Business Relief Program Grants

Business Name	**Grant Award Amount**
Better Off Road LLC	$10,000.00
Integrity Auto Interiors	$10,000.00
Allure Salon and Spa	$10,000.00
Jill's Barbershop	$ 2,500.00
HaiNailSpa	$ 10,000.00
Posh Salon LLC	$ 4,583.00
Shimmer Shine Dry Bar Salon	$10,000.00
Oragnic Bliss Salon LLC	$ 2,600.00
CreAda Styles & Cutz	$ 10,000.00
Polished Studios	$ 10,000.00
Sugar Studio LLC	$ 10,000.00
DK Flooring LLC	$ 10,000.00
Carman's Construction LLC	$ 10,000.00
Taylor's Painting	$ 10,000.00
Riverside Café II	$ 10,000.00
BAMF Brewing Supply LLC	$ 10,000.00
Darwin’s Chance LLC	$ 10,000.00
The Terrace Wine Bar and Bistro	$ 3,600.00
Orlando's Fish and Grill LLC	$ 9,317.00
Chances for Desserts LLC	$ 10,000.00
Perla's Lumpia Oriental Store	$ 10,000.00
Noe Jose Cafe	$ 10,000.00
A.B.'s Hillbilly Gryos	$ 10,000.00
Popsies	$ 2,000.00
Off the Hook	$ 10,000.00
China City LLC	$10,000.00
Zanini's Catering and Events	$ 10,000.00
Life Without Limits LLC	$ 10,000.00
Kalei Intergrative Therapy	$ 5,050.00
Rhonda Ince, LMT	$ 2,100.00
Goudeau Behavioral Health Services	$ 6,000.00
Gordon D Keyes, DDS	$10,000.00
Pediatric Associates of Whidbey	$ 10,000.00
Big Brothers Big Sisters of Island County	$10,000.00
Ms Ashley's Preschool	$10,000.00
Posh Puppies Pet Salon	$ 9,220.00
Natalia Talo State Farm	$ 4,250.00
All Island Lock and Key	$ 10,000.00
Beautiful Sight Landscaping LLC	$ 10,000.00
Berg Consulting Associates LLC	$ 10,000.00
Elain's Photos Studio	$ 3,800.00
Wind and Tide Books	$ 7,000.00
Paint Your Art Out DBA Paint Your World	$ 10,000.00
Garry Oak Gallery	$ 5,400.00
Little Town Cottages LLC	$ 10,000.00
Whidbey Made	$ 4,000.00

Business Name	Grant Award Amount
VLRE Coleman Enterprises LLC, DBA	$ 5,100.00
Ashley's Design	$ 5,464.00
Click Music LLC	$ 10,000.00
Blacktop Graphics - Pioneer Sticker Shop	$ 10,000.00
Frida's A Beautiful Mess	$ 10,000.00
Whidbey Wild Bird	$ 10,000.00
Herb N Science	$ 10,000.00
Unsize Me Yoga	$ 10,000.00
Nerfed Oak Harbor	$ 10,000.00
Whidbey Golf Club	$ 10,000.00
North End Fitness Center	$ 10,000.00
In Motion Co. Dance, Learning & Recreation	$ 10,000.00
Oak Harbor Playtown	$ 10,000.00
The Ballet Slipper LLC	$ 2,925.00
Thrive Community Fitness Center	$ 10,000.00
CrossFit Amethyst	$ 10,000.00
Kraken Tours	$ 10,000.00
Whidbey SeaTac Shuttle	$ 10,000.00
PBY Memorial Foundation	$ 5,544.00
Lynk Air	$ 10,000.00
Greater Oak Harbor Chamber Of Commerce	$ 10,000.00
Oak Harbor Cinema	$ 10,000.00
Oak Harbor Yacht Club	$ 8,000.00

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OAK HARBOR AND

Business Name

CARES GRANT FUNDING FOR

SMALL BUSINESS RELIEF GRANT

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation ("City"), and the [Business Name] ("Contractor") and is entered into on the date signed by both parties.

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services secretary Alex Azar declared a public health emergency for COVID-19, beginning January 27, 2020; and,

WHEREAS, on February 29, 2020, Washington State Governor Jay Inslee proclaimed a public health emergency for COVID-19, beginning February 29, 2020; and,

WHEREAS, on March 2, 2020 Island County Board of Commissioners proclaimed a public health emergency within Island County, WA for the COVID-19 virus; and,

WHEREAS, on March 6, 2020, Mayor Severns signed an Emergency Proclamation declaring a state of emergency exists; and,

WHEREAS, on March 17, 2020, the Oak Harbor City Council approved Resolution 20-09 affirming the Mayor's Emergency Proclamation and invoking certain emergency powers as provided for by Chapter 38.52 RCW; and,

WHEREAS, on March 23, 2020 Washington State Governor Jay Inslee signed Proclamation 20- 25, mandating certain "Stay Home – Stay Healthy" measures, including the closure of all non-essential businesses; and,

WHEREAS, this Proclamation has had an undeniable and unfortunate economic impact on many Oak Harbor area community members; and,

WHEREAS, the Governor's Stay Home – Say Healthy order and the COVID-19 crisis has impacted many businesses' ability in the Greater Oak Harbor Community to earn their regular incomes; and,

WHEREAS, the City of Oak Harbor and the Washington State Department of Commerce entered into an Interagency Agreement for the Coronavirus Relief Fund for Local Governments Grant in the amount of $689,100 using Coronavirus Aid Relief and

Economic Security (CARES) Act Funds; and,

WHEREAS, the CARES Grants for the North Whidbey Island Small Business Relief Fund Program is 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 September 30, 2020; and,

WHEREAS, the Grant can be used for economic support in connection with the COVID-19 public health emergency related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures; and,

WHEREAS, Island County and City of Oak Harbor are partners in administering CARES Funds by creating the North Whidbey Island Small Business Relief Fund Program (98277 zip code); and,

WHEREAS, the North Whidbey Island Small Business Relief Fund Program will assist small businesses with grants to help get them back to work or adjust to new compliance requirements because of COVID-19; and,

WHEREAS, Island County has designated $333,333 of CARES Funds to the North Whidbey Island Small Business Relief Fund Program; and,

WHEREAS, Island County may designate additional CARES Funds to the North Whidbey Island Small Business Relief Fund Program; and,

WHEREAS, pursuant to Resolution 20-18, the City of Oak Harbor designated $344,550 of CARES Funds to the North Whidbey Island Small Business Relief Fund Program and may designate additional CARES Funds to the North Whidbey Island Small Business Relief Fund Program; and,

WHEREAS, the total of economic support from Island County and the City is $677,883 for a small business relief grant program, and

WHEREAS, businesses are eligible to receive the CARES Grant funding if they are located in zip code 98277 and submit a completed application by the deadline of June 23, 2020, and

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

ARTICLE I.

The purpose of this Agreement is to provide the City with Contracted Services regarding the use of the Coronavirus Relief Funds for Local Governments Program from the

Washington State Department of Commerce to economically support small business in the North Whidbey Island area with businesses located within the 98277 zip code. The general terms and conditions of the relationship between the City and the Contractor are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as Exhibit "A" and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Contractor unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Contractor's profession.

ARTICLE III. OBLIGATIONS OF THE CONTRACTOR

III.1 MINOR CHANGES IN SCOPE. The Contractor shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Contractor perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Contractor at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Contractor to the City, and upon completion of the work shall become the property of the City, except that the Contractor may retain one copy of the work product and documents for its records. The Contractor will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Contractor shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Contractor, along with a summary of work as of the date

of default or termination, shall become the property of the City. Upon request, the Contractor shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

The Contractor will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Contractor.

III.3 TERM. The term of this Agreement shall commence on March 1, 2020 and shall terminate at 4 PM on September 30, 2020.

III.4 NONASSIGNABLE. The services to be provided by the Contractor shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall be considered employees of the Contractor only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Contractor or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Contractor.

III.6 INDEMNIFICATION/HOLD HARMLESS. The Contractor shall defend, indemnify and hold Washington State, , and the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, death, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

III.7 INSURANCE.

a. **Insurance Term.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees.

b. **No Limitation.** The Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** The Contractor shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Contractor's profession

d. **Minimum Amounts of Insurance.** The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with the limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VIL

g. **Verification of Coverage.** The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement evidencing the insurance requirements of the Contractor before commencement of the work.

h. **Notice of Cancellation.** The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

j. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.**

The Contractor agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Contractor further agrees to maintain (as appropriate) notices, posted in

conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Contractor will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 **UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Contractor agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 **LEGAL RELATIONS.** The Contractor shall comply with all federal, state and local laws, codes, regulations, ordinances, and policies of local state, and federal governments, as now or hereafter amended for work to be done under this Agreement. The Contractor represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.

III.11 **INDEPENDENT CONTRACTOR.**

a. The Contractor and the City understand and expressly agree that the Contractor is an independent contractor in the performance of each and every part of this Agreement. The Contractor expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended.

The Contractor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Contractor shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Contractor shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed

against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Contractor shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

d. Prior to commencement of work, the Contractor shall obtain a business license from the City.

III.12 **CONFLICTS OF INTEREST.** The Contractor agrees to and shall notify the City of any potential conflicts of interest in Contractor's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 **CITY CONFIDENCES.** The Contractor agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 **SUBCONTRACTORS.**

a. The Contractor shall be responsible for all work performed by subcontractors pursuant to the terms of this Agreement.

b. The Contractor must verify that any subcontractors they directly hire meet the responsibility criteria for the project. Verification that a subcontractor has proper license and bonding, if required by statute, must be included in the verification process. The Contractor will use the following Subcontractors or as set forth in Exhibit

_____

_____

c. The Contractor may not substitute or add subcontractors without the written approval of the City.

d. All Subcontractors shall have the same insurance coverages and limits as set forth in this Agreement and the Contractor shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.I **FUNDING.** Funds are provided to CONTRACTOR as a grant (GRANT) and shall not exceed $_____. The parties acknowledge that funding for this Agreement comes solely as pass-through of funds received by Island County and the City from the State of Washington (STATE), pursuant to Department of COMMERCE GRANT Number 20-65541C-270. The City and has no obligation to provide CONTRACTOR with funds from any other source, will not provide amounts in excess of funds received from Commerce and will not provide CONTRACTOR with funds until said funds are received from Commerce.

IV.II **EXPENDITURES REIMBURSEMENT.** CONTRACTOR will be reimbursed for eligible expenditures identified in Attachment A. Eligible expenditures made after September 30, 2020 will not be reimbursed. CONTRACTOR expenditures will be documented by submittal to the City of vendor/supplier invoices and expenses receipts evidencing the work identified in Attachment A.

a. The Contractor shall be eligible for payment after the performance of all services under this contract on a reimbursable basis. The Contractor shall submit a request for reimbursement/invoice, with necessary and appropriate documentation to receive payment. See Exhibit "A" Scope of Work.

b. Eligible expenses for reimbursement must be submitted using Exhibit C. The Contractor must include an itemization of services provided. Attach to Exhibit C the copies of invoices/statements for items and services purchased by the Contractor for which reimbursement is being requested for.

The submission of documentation for proof of payment, such as cancelled checks, copies of checks used to pay for services, receipts, or other payment documents that are acceptable to the City is required and records of proof of payment must be retained and subject to audit by the City per Section IV.3 of this contract. **Failure to provide reasonable proof of payment documentation upon request by the City will result in the repayment of CARES Grant funding back to the City and/or Contractor.**

Address Reimbursement Request to:

City of Oak Harbor
ATTN: CARES Grant Program Assistant
865 SE Barrington Drive
Oak Harbor, WA 98277

c. Invoices for reimbursement must be for items or services directly related to program requirements and listed in Exhibit C and acquired by **September**

30, 2020. Receipts dated after that date will not be paid.

d. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

e. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.III **CITY APPROVAL.** Notwithstanding the Contractor's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.IV **MAINTENANCE/INSPECTION OF RECORDS.** The Contractor shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records for a period of six (6) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Contractor shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy. Failure to provide reasonable documentation upon request by the City and/or the State Auditor's Office will result in the repayment of CARES grant funding back to the City.

ARTICLE V. GENERAL

V **NOTICES.**

Notices to the City shall be sent to the following address: City of Oak Harbor

ATTN : CARES Grant Program Assistant
865 SE Barrington Drive
Oak Harbor, WA 98277

Notices to the Contractor shall be sent to the following address:

Business Name
Attn: Owner Name
Street Address
City Name, WA Zip

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Contractor.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Contractor for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.I.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY.**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party

hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **APPLICABLE LAWS AND REGULATIONS.** CONTRACTOR shall comply with all existing applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

V.10 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Island County, Washington.

V.11 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.12 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

V.13 **ENTIRE AGREEMENT.** This Agreement, including referenced exhibits and above-referenced COMMERCE GRANT, represent all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding this subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

DATED this ____ day of July 2020

CITY OF OAK HARBOR

By_____
Mayor Robert Severns

NAME OF BUSINESS

By_____

Approved as to form:

_____
Anna Thompson, Interim City Attorney

Attest:

_____
Julie Lindsey, City Clerk

EXHIBIT "A"

SCOPE OF WORK

The City will provide such assistance and guidance as may be required, in the City's sole discretion, to support the objectives set forth in the Scope of Work and will provide funding for the services and activities as set forth below.

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.

Funds are provided to support the continued operation of CONTRACTOR'S current business. CONTRACTOR agrees to complete the tasks identified in Attachment A, Scope of Work. CONTRACTOR acknowledges that funds cannot be used for items not meeting the scope of work, certifies that CONTRACTOR has no more than 50 employees and further certifies that CONTRACTOR is currently in business at a location within the 98277-zip code.

> Any public mention of the GRANT shall acknowledge the Washington State, and City as funder; printed copies of said mention shall be provided to the CITY.
>
> 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 (Interagency Agreement) 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.

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 (Interagency Agreement) 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.

Uses of the funds are as follows:

This is a reimbursement grant contract. The funds will be spent by the Contractor and they can submit their expenses for reimbursement through the grant program. The key requirements of the grant, based on the Department of Commerce award of these funds to and the City of Oak Harbor is:

- The expense is connected to the COVID-19 emergency
- The expense is "necessary"
- The expense is not funded through another budget line item (source), allotment or allocation, as of March 27, 2020
- The expense wouldn't exist without COVID-19 OR would be for a "substantially different" purpose

Post-Event Reporting

The Contractor shall complete a Reimbursement Request Form, attached as Exhibit "C", for the grant period. The reimbursement request is a requirement of the grant and must be provided to the CITY by **September 30, 2020 at 4PM.**

EXHIBIT "B"

W-9 Form

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT "C"

Reimbursement Request – Invoice for Payment

Request for Reimbursement

CARES Grant Program

Company Name
Street Address
City, ST ZIP Code
Email
Phone [number]

Request Date:
Request Number:
Requester Name:

Bill To:
City of Oak Harbor
CARES Grant Program
865 SE Barrington Dr.
Oak Harbor, WA 98277
Email: cares@oakharbor.org
Phone: 360-279-4555

Reimbursement Request Details
*A proof of purchase/payment **must** be attached for all items listed below.*
If a receipt provides an itemized list of items, you do not need to list out each item on a receipt individually.

CATEGORY	DESCRIPTION	AMOUNT
	TOTAL	$

All payment requests must be submitted by 4PM on September 30, 2020
THANK YOU FOR PARTICIPATING IN THE CARES GRANT PROGRAM

EXHIBIT "D"

CARES Small Business Relief Grant Application

(business will attach copy of their grant application provided to them)

EXHIBIT "E"

Interagency agreement between City of Oak Harbor and the

Washington State Department of Commerce Coronavirus Relief Funds for Local Governments Program Guidelines

Washington State Department of Commerce

Interagency Agreement with

City of Oak Harbor

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-270

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

1. Contractor	**2. Contractor Doing Business As (optional)**
City of Oak Harbor 865 SE Barrington Drive Oak Harbor, Washington 98277-4092	

3. Contractor Representative	**4. COMMERCE Representative**	
Blaine Oborn City Administrator (360) 279-4501 boborn@oakharbor.org	Kari Sample Project Manager (360) 764-3090 Fax 360-586-5880 Kari.sample@commerce.wa.gov	PO Box 42525 1011 Plum Street SE Olympia, WA 98504-2525

5. Contract Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$689,100.00	Federal: X State: Other: N/A:	March 1, 2020	October 31, 2020

9. Federal Funds (as applicable)	**Federal Agency:**	**CFDA Number:**	**Indirect Rate (if applicable):**
$689,100.00	US Dept. of the Treasury	21.999	10.00%

10. Tax ID #	**11. SWV #**	**12. UBI #**	**13. DUNS #**
XXXXXXXXXXXXXX	SWV0019248-00	153000005	054009196

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	**FOR COMMERCE**
Robert T. Severns, Mayor	Mark K. Barkley, Assistant Director, Local Government Division
June 9, 2020 Date	6/16/2020 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.

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:

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 it 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:

United States Laws, Regulations and Circulars (Federal)

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

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

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

11. ORDER OF PRECEDENCE

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

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

GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

1. DEFINITIONS

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

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Department of Commerce.

C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

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.

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

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

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

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

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

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

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

A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

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

21. WAIVER

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

Scope of Work

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

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19); AND**

2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

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

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

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

Payments may be used only to cover costs <u>not</u> 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.

<u>Allowable expenditures include, but are not limited to</u>:

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 Treasury[1] 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)

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 employee	$ -	$ -	$ -	
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 Oak Harbor
City Council Agenda Bill

Bill No. 2.
Date: July 14, 2020
Subject: Review of Applicants for Vacated Councilmember Position Number 7

FROM: **Administration - Blaine Oborn, City Administrator**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- (●) Bob Severns, Mayor
- (●) Blaine Oborn, City Administrator
- ( ) Patricia Soule, Finance Director
- ( ) Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

Review of applications for vacated City Council Position No. 7

BACKGROUND / SUMMARY INFORMATION

City Council Position 7 was vacated on May 15, 2020 with the resignation of Bill Larsen as he no longer resided within the city limits of the City of Oak Harbor.

Per RCW 42.12.070, the City Council must fill the vacancy within 90 days, which is August 15, 2020. At their regular meeting of June 2, 2020, the Council approved the procedure for filling the vacancy, including the application form, process and schedule. The position vacancy was advertised in the legal section of the Whidbey News Times June 6, 13, 20, and 27 and on the City's website. The application deadline was July 6, 2020 at 4:30 p.m.

Council scheduled a special meeting on July 14th to review all qualified applicants. 4 applications were received, all of which met the requirements of residency and being a registered voter within the city limits of Oak Harbor for at least one year.

From their review at the July 14th special meeting, Council will determine which applicants they wish to interview for filling Position 7 at their Regular Meeting of August 5, 2020.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. Application for Appointment to Oak Harbor City Council Position No. 7
2. Application for Appointment to Oak Harbor City Council Position No. 7
3. Application for Appointment to Oak Harbor City Council Position No. 7
4. Application for Appointment to Oak Harbor City Council Position No. 7

CITY OF OAK HARBOR
Administration
JUN 08 2020

APPLICATION FOR APPOINTMENT TO OAK HARBOR CITY COUNCIL POSITION NO. 7

Applicant Information

(Please type or print)

Applicant Name Bryan Stucky

Residence Address 967 SW Silverberry Street Oak Harbor, WA. 98277

Mailing Address
(If different)

Home Phone _____ Cell Phone 425-330-4483 Other 360-675-3447

E-mail Address Bryan@wallinfuneralhome.com

Are you registered to vote within Island County, City of Oak Harbor? Yes

Date of Residency within Oak Harbor City Limits May 2016

Have you continuously lived in Oak Harbor City Limits since the Start date above? Yes

Do you meet the Residency Requirements? Yes

Résumé

Experience

Provide the following information for each corresponding labeled section:
a) Name of Institution,
b) Address of Institution,
c) Dates of service and job function(s)

1. a) Wallin Funeral Home and Cremation / Evergreen Pet Cremation
   b) 1811 NE 16th Avenue Oak Harbor, WA. 98277
   c) April 2016 - present Owner/Funeral Director/Embalmer

2. a) Dignity Memorial Funeral Homes
   b) 701 1st Street Snohomish, WA. 98290
   c) April 2010 - April 2016 - Location manager

3. a) Restaurant and Hospitality Management
b) Various restaurants (Applebees, Papa Murphys)
c) June 2002 - January 2010 - Manager

4. a)
b)
c)

5. a)
b)
c)

6. a)
b)
c)

7. a)
b)
c)

8. a)
b)
c)

Education

Provide the following information for each corresponding labeled section:
a) Name of Institution and location
b) Degree earned, or describe subjects studied
c) Dates of attendance, or year of completion

1. a) Sequim High School - Sequim, Washington
b) H.S. Diploma
c) Graduated 2003

2. a) North Dakota State University
b) Restaurant and Hospitality Management
c) 2004 - 2007 - 60 Semester credits (Junior Status)

3. a) Everett Community College
b) Associates of Arts and Science General Studies
c) Graduated 2010

4. a) American Academy McAllister Institute
b) Associates of Occupational Studies - Funeral Service
c) Graduated 2013

5. a)
b)
c)

Related Skills

1. Communication - My most relevant skill would be that of communication and listening. I often take the time to listen to those around me in an effort to help them achieve their goals. I have found that by using clear Communication many problems and obstacles can be worked through.

2. Leadership - I have risen to a leadership role in every job and organization I have been a part of. This has given me the opportunity to lead teams, projects, and goals. I have learned to take information given to me and make decisions, even if they are not always popular.

3. Budgets - My years in business and professional organizations have given be many opportunites to work on budgets of various sizes. I have found ways to stretch dollars on slim budgets, and properly plan for the future when there is surplus. I have worked with both budgets given to me, and one I had to start from scratch.

Selected Accomplishments

1. I have been honored to serve as president for the North Whidbey Sunrise Rotary Club for 2019/2020 For this year we have accomplished all the goals to be awarded a rotary citation for exceptional clubs.

2. From 2014-2016 I served on the board of directors for the Washington State Funeral Directors Association. From here I was able to assist funeral directors across the state to better serve their communities.

3. During 2014 - 2019 I was the President of the Northwest Funeral Directors Association. During my time as President we saw our largest attendence ever at our twice a year meetings.

4. In 2019 I was able to bring the four Rotary Clubs together for a joint project to mark a grave in Maple Leaf Cemetery This grave held the remains of over 108 individuals in our community who had been unclaimed and forgotten.

5.

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Council Member for the City of Oak Harbor on the following spaces provided:

1. **Why are you interested in serving as an Oak Harbor City Council Member?**

In my four years here I believe that I have worked hard to do my part to make our community the best it can be. Currently I belong to Rotary and serve on the board of directors for Help House. Through my business, Wallin Funeral Home I have done all I can do to give back. I believe that city council is a natural next step to use my skills to help this community that my family has come to love.

I had been intending to run for city council in 2021. However, I believe this is a unique opportunity to come on and learn while so many experianced council members are still serving

2. **What strength would you bring to the Council?**

In everything I do, I go above and beyond. For example, once I learned of this opporunity I immediately contacted the association of Washington Cities to take some of their online courses to further prepare myself. Over the next few months I will be calling various leaders in local government to better understand how they operate and ask their opinions on what direction they would like the city to go going forward.
While I am confident in my abilities I don't apply to be on the council believing that I know it all, or that my ideas will always be the right ones. My appetite for learning and listening to others that I may be called to serve I believe is my greatest strength.

3. **What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?**

It would be foolish of me to imply that I know the best answer to all issues without seeing the big picture and talking to the experts. With that being said, I believe the following issues need to be addressed.
A lot of our commercial buildings lay empty, especially along Pioneer. A large advertising campaign catered specifically to those looking to start a business could go along way.
Lack of housing: this is a big issue that most in our community would agree is not an easy one to solve. There have been many proposals put out on this. I would want to interview those leaders personally to figure out a best course of action.
Coming out of the pandemic - It will be awhile until our community is "Back to normal". We need to safely move Forward. We need to continue to plan events for the community to come together (business support, festivals when able etc...)

4. **Explain your current and past community involvement and/or service on City, non-profit, or public boards, committees, task forces, or commissions and how this has contributed to the Oak Harbor community. Address its relevance to the position of Oak Harbor City Council Member.**

Serving in our local rotary club has given me many opportunities to meet local members and leaders in our community. I have personally worked on and orginized various events to bring our community together and raise money for local orginizations.

Being involved with the Help House board has helped give me a picture of those less fortunate in our community, and helped me gain more understanding about ways to better support them.
I have attended various Cemetery district 1 board meetings. I have contributed my knoweldge to better help our local cemetery operate.

Through Wallin Funeral Home I have worked with people and groups from all over our community to create meaningful tributes to those that we have lost.

5. **What do you wish to accomplish during this appointed term as an Oak Harbor City Council Member?**

I would like to see steady controlled growth in the city of Oak Harbor. We need to atract more businesses and find places for individuals working at these businesses to live that are affordable. I would like to work with local leaders and experts to find ways to help make this happen.

I also would like to encourage various events and activities to bring all different members of our community together. Oak Harbor is a wonderful place to raise a family, and the Navy has been a great partner in this. finding ways for both military and civilian families to come together and get to know each other will do wonders to keep Oak Harbor going strong.

6. **What is your vision for our City and community?**

Our city is a little slice of paradise. As touched on the question above, I believe growing our community and attractomg more people to move here will help our local economy. This does need to be controlled growth so that the logistical layout of our city continues to make sense. If I asked a non-islander what they think of Oak Harbor I would love for that answer to be "A beautiful city with a welcoming community". I believe we more often than not have accomplished that goal, and I would like to be a part of contuning to keep it that way.

7. **Do you participate in or are involved in any contract(s) with the City of Oak Harbor? Please explain your involvement.**

I do not currently participate in any contracts with the city.

8. **Do you hold any other elected public office? If yes, please describe the offices held.**

I do not hold any elected public office at this time.

9. **Is there anything else that you may wish to add that would help us get to know you a little better?**

I have a passion for this community and its people. I live and own a business in this city. My family will live in this community for a long time and I want to continue to do my part to contribute to it. I am confident in my abilities to be an active and thoughtful member of the city council. At the same timem, I am not coming in with a single issue chip on my shoulder. Nor do I wish to come on thinking I know the answers to every issue. I am more then happy to talk to and learn from the experts and members of our community. Only by communicating with and learning from others can well thought out decisions be made on how to move our city forward.

Please return this completed application to the City Clerk at Oak Harbor City Hall, 865 SE Barrington Drive, Oak Harbor, WA 98277 **no later than 4:30 p.m. on Monday, July 6, 2016.** Applications received after 4:30 p.m. will not be accepted, and mailing post-marked applications will not be accepted.

The application and any correspondence should be addressed to:

Julie Lindsey, City Clerk
Re: Council Member Recruitment
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

jlindsey@oakharbor.org

Administration
JUL 01 2020

APPLICATION FOR APPOINTMENT TO OAK HARBOR CITY COUNCIL POSITION NO. 7

Applicant Information

(Please type or print)

Applicant Name Jabari E. Diggs

Residence Address 2322 C Goldfinch Street

Mailing Address *(If different)* —

Home Phone — Cell Phone 8505010475 Other —

E-mail Address jabari.gaddis@gmail.com

Are you registered to vote within Island County, City of Oak Harbor? yes

Date of Residency within Oak Harbor City Limits February 1, 2018

Have you continuously lived in Oak Harbor City Limits since the Start date above? yes

Do you meet the Residency Requirements? yes

Résumé

Experience

Provide the following information for each corresponding labeled section:
a) Name of Institution,
b) Address of Institution,
c) Dates of service and job function(s)

1. a) Whidbey Health Medical Center
   b) 101 N. Main St., Coupeville, WA 98239
   c) 8·14·18 to 3·14·2020 – Patient Financial Services – Collectic

2. a) King's Home
   b) 221 King's Home Drive, Chelsea, AL 35043
   c) 3·1·15 to 8·1·15 – Assistant Family Teacher – Took care of foster children

3. a) Kelly Services - DST Health Solutions
b) 2500 Corporate Dr., Birmingham, AL 35242
c) March 1, 2015 to August 1, 2015 - Data Entry

4. a) Coosa Valley Medical Center
b) 315 N Hickory St., Sylacauga, AL 35150
c) March 1, 2010 to September 1, 2011 - Unit Clerk

5. a)
b)
c)

6. a)
b)
c)

7. a)
b)
c)

8. a)
b)
c)

Education

Provide the following information for each corresponding labeled section:
a) Name of Institution and location
b) Degree earned, or describe subjects studied
c) Dates of attendance, or year of completion

1. a) Skagit Valley College
b) Associate's Degree - Direct Transfer Agreement
c) Completed 2019

2. a) University of Alabama at Birmingham
b) Bachelor's Degree - Psychology
c) June 8, 2020 - Present

3. a) Aveda Institute of Birmingham
b) Esthiology Science Cert.
c) Completed 2014

4. a) Martinsburg College
b) Medical Office Administration Cert. - Medical Billing & Coding
c) Completed April 2018

5. a)
b)
c)

Related Skills

1. Community Outreach - Helped organize a local rally for "Black Lives Matter" and have made efforts to make POC feel more included in the decision making processes.
2. Organized and facilitated a small Juneteenth Celebration for the Black Community and any other guests that supported POC
3. Relayed information and participated in weekly meetings held for improvement of the community.

Selected Accomplishments

1. Brought awareness to the Langley City Council that the community of BIPOC needed to be included in decision making processes.
2. Helped to Organize a "Black Lives Matter" rally that had a 300+ citizen attendance.
3.
4.
5.

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Council Member for the City of Oak Harbor on the following spaces provided:

1. **Why are you interested in serving as an Oak Harbor City Council Member?**

I am interested in the position because the city council has noone that can truly be the voice for our black community.

2. **What strength would you bring to the Council?**

I am attentive and committed to making things better for all people in the City of Oak Harbor and making sure that they are treated fairly.

3. **What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?**

1. Police Budget needs to be reviewed.
2. Treatment of students in school in racial discriminative situations.
3. Minority inclusion

I would propose that the police department make their recent records available to the public, teachers and school staff to receive an in depth training on racial bias and how to handle situations, and have the city to policly celebra minorit

4. **Explain your current and past community involvement and/or service on City, non-profit, or public boards, committees, task forces, or commissions and how this has contributed to the Oak Harbor community. Address its relevance to the position of Oak Harbor City Council Member.**

Currently, I am a member of Bridging The Race and was formerly a part of Whidbey Against Brutality and Racial Injustices. We worked towards making changes that benefit our BIPOC community and help to bring awareness to the racial injustices that POC endure and witness everyday. We also held a large rally for BLM and hosted a silent March in solidarity with all Black Lives and POC.

5. **What do you wish to accomplish during this appointed term as an Oak Harbor City Council Member?**

I hope to continue helping the community and POC have a voice and to be included in the major decisions being made in our city.

6. **What is your vision for our City and community?**

Unity is what I envision for our City and the communities within it.

7. **Do you participate in or are involved in any contract(s) with the City of Oak Harbor? Please explain your involvement.**

No.

8. **Do you hold any other elected public office? If yes, please describe the offices held.**

No.

9. **Is there anything else that you may wish to add that would help us get to know you a little better?**

I am a military spouse with 4 children. Although I have only been here 2.5 years and will not be here forever, I care deeply about this community and the people in it.

Please return this completed application to the City Clerk at Oak Harbor City Hall, 865 SE Barrington Drive, Oak Harbor, WA 98277 **no later than 4:30 p.m. on Monday, July 6, 2016.** Applications received after 4:30 p.m. will not be accepted, and mailing post-marked applications will not be accepted.

The application and any correspondence should be addressed to:

Julie Lindsey, City Clerk
Re: Council Member Recruitment
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

jlindsey@oakharbor.org

JUL 06 2020

APPLICATION FOR APPOINTMENT TO OAK HARBOR CITY COUNCIL POSITION NO. 7

Applicant Information

(Please type or print)

Applicant Name Millie Goebel

Residence Address 730 SW 19TH CT A-3, Oak Harbor, WA

Mailing Address
(If different)

Home Phone _____ Cell Phone 360-929-9632 Other _____

E-mail Address goebelmillicent@gmail.com

Are you registered to vote within Island County, City of Oak Harbor? YES

Date of Residency within Oak Harbor City Limits October 15, 2016

Have you continuously lived in Oak Harbor City Limits since the Start date above? Yes

Do you meet the Residency Requirements? Yes

Résumé

Experience

Provide the following information for each corresponding labeled section:
a) Name of Institution,
b) Address of Institution,
c) Dates of service and job function(s)

1. a) Oak Harbor Public Schools
   b) 350 S Oak Harbor St., Oak Harbor, WA 98277
   c) August 2019 - Current. Guest Teacher, Guest Paraeducator, Assistant Girls Soccer Coach

2. a) Penn Cove Shellfish
   b) 106 N. Sherman Road, Coupeville, WA 98239
   c) July 1, 2016 - August 31st 2019. Sales, Market Development, Web Design, Social Media

3. a) Frito Lay
b) 17250 NE 67th CT, Redmond, WA 98052
c) July 2015 - June 2016. District Sales Leader

4. a)
b)
c)

5. a)
b)
c)

6. a)
b)
c)

7. a)
b)
c)

8. a)
b)
c)

Education

Provide the following information for each corresponding labeled section:
a) Name of Institution and location
b) Degree earned, or describe subjects studied
c) Dates of attendance, or year of completion

1. a) University of Washington
b) Bachelor of Arts in Political Science and a minor in Law Societies & Justice
c) 2011-2015, Graduated June 2015

2. a)
b)
c)

3. a)
b)
c)

4. a)
b)
c)

5. a)
b)
c)

Related Skills

1. My previous leadership experience as the Panhellenic President at the University of Washington I learned the following skills. Robert's Rules of Order, managing a budget, conducting meetings, creating agendas, public speaking, leading a diverse group of over 2,200 women, and creating and implementing new policies.

2. As a sales and market development manager at Penn Cove Shellfish I have the following skills to bring the council. Building strong relationships and rapport with minimal interaction, developing long term successful sales strategies, and how to organize and manage over 150 business relationships.

3. I have experience working in both the public and private sector in Oak Harbor. My connections and relationships to community members in both fields will be an asset to the council.

Selected Accomplishments

1. Elected by my peers at the University of Washington to serve as the Panhellenic President.

2. Was voted Greek Woman of the Year by my peers at the University of Washington.

3. Selected to be apart of the National Fisheries Institute of Future Leaders.

4. Was often dispatched individually by Penn Cove Shellfish to critical national conferences, events, and business meetings.

5. Recipient of the 2011 Oak Harbor Mayor's Scholarship.

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Council Member for the City of Oak Harbor on the following spaces provided:

1. **Why are you interested in serving as an Oak Harbor City Council Member?**

My interest in serving as an Oak Harbor City Council member runs deep to my roots as I was born and raised in this community. Growing up I was incredibly fortunate to be surrounded by adults who modeled the importance of being involved in your community. I feel it is now my turn to step up and be an active member in public service for the citizens of Oak Harbor. I believe the younger generations are the future of our community.

2. **What strength would you bring to the Council?**

- Maintain Multi-generational relationships with community members
- Open minded to different views and remain civil if they are different then mine
- Skilled active listener
- Critical thinker
- Highly organized
- Always do my research and come prepared to meetings and engagements
- Effective communicator

3. **What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?**

- Maintain and protect the cities financial position with out over burdening the tax payer
- Complete the longterm plans for Windjammer Park and the development of the waterfront
- Addressing the ever present homeless problem with action and viable solutions

4. **Explain your current and past community involvement and/or service on City, non-profit, or public boards, committees, task forces, or commissions and how this has contributed to the Oak Harbor community. Address its relevance to the position of Oak Harbor City Council Member.**

Throughout my life I have volunteered for numerous organizations in the Oak Harbor Community. My service has given me a greater understanding of our diverse community and how to better meet the needs of the citizens of Oak Harbor. I have served for the following organizations in various capacities.

- Oak Harbor Music Festival
- Festival of Trees
- Citizens for Better Schools
- Bids for Kids
- Boys and Girls Club
- Whidbey Health Foundation Gala
- Big Brothers Big Sisters
- Teddy Bear Breakfast
- Ft. Nugent Castle Park Build

5. **What do you wish to accomplish during this appointed term as an Oak Harbor City Council Member?**

- Collaboratively work with council members, staff, and mayor, to help our city move forward improving our community during the COVID crisis
- Make the content the City Council is discussing or working on more accessible through various social media platforms.

6. **What is your vision for our City and community?**

- Continue supporting our Military members and families
- A Community that continues to support our public school system
- A welcoming environment for new business
- Strong and positive relationships between law enforcement and community members
- Safe place for families to raise children
- Additional real estate developments within city limits

7. **Do you participate in or are involved in any contract(s) with the City of Oak Harbor? Please explain your involvement.**

NO

8. **Do you hold any other elected public office? If yes, please describe the offices held.**

NO

9. **Is there anything else that you may wish to add that would help us get to know you a little better?**

In todays world there is an incredible lack of civility in politics. I have observed that our City Council and Mayor have a civil relationship working with each other even when points of view may differ and are able to work together collaboratively and accomplish great things for Oak Harbor. It would be an honor to serve alongside this council in a similar capacity.

Please return this completed application to the City Clerk at Oak Harbor City Hall, 865 SE Barrington Drive, Oak Harbor, WA 98277 **no later than 4:30 p.m. on Monday, July 6, 2016.** Applications received after 4:30 p.m. will not be accepted, and mailing post-marked applications will not be accepted.

The application and any correspondence should be addressed to:

Julie Lindsey, City Clerk
Re: Council Member Recruitment
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

jlindsey@oakharbor.org

CITY OF OAK HARBOR
Administration
JUN 11 2020

APPLICATION FOR APPOINTMENT TO OAK HARBOR CITY COUNCIL POSITION NO. 7

Applicant Information
(Please type or print)

Applicant Name: Earl Andrew Plumlee Jr.

Residence Address: 1591 SW Downfield Way Oak Harbor WA 98277

Mailing Address *(If different)*:

Home Phone: Cell Phone: (760) 877-1527 Other:

E-mail Address: earl.plumlee@zoho.com

Are you registered to vote within Island County, City of Oak Harbor? Yes

Date of Residency within Oak Harbor City Limits: 12/15/2015

Have you continuously lived in Oak Harbor City Limits since the Start date above? Yes

Do you meet the Residency Requirements? Yes

Résumé

Experience

Provide the following information for each corresponding labeled section:
a) Name of Institution,
b) Address of Institution,
c) Dates of service and job function(s)

1. a) Island and La Conner Drug (SOAS LLC)
   b) 32170 SR 20 Oak Harbor WA 98277
   c) Jan 2018 to Present

2. a) Leprino Foods
   b) 351 Belle Haven Dr. Lemoore CA 93245
   c) March 2013 to Aug 2015

3. a) U.S. Navy
b) Sasebo Japan and San Diego CA
c) Aug 1998 to July 2012

4. a)
b)
c)

5. a)
b)
c)

6. a)
b)
c)

7. a)
b)
c)

8. a)
b)
c)

Education

Provide the following information for each corresponding labeled section:
a) Name of Institution and location
b) Degree earned, or describe subjects studied
c) Dates of attendance, or year of completion

1. a) Presidio Graduate School
b) MBA and MPA in Sustainable Management
c) 2014 to 2017 Graduated 2017

2. a) University of Phoenix
b) B.S. in Criminal Justice and A.A. in Technical Instruction
c) Graduated 2006

3. a)
b)
c)

4. a)
b)
c)

5. a) _____
   b) _____
   c) _____

Related Skills

1. Leadership _____

2. Management _____

3. Financial Planning and Management _____

Selected Accomplishments

1. _____

2. _____

3. _____

4. _____

5. _____

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Council Member for the City of Oak Harbor on the following spaces provided:

1. **Why are you interested in serving as an Oak Harbor City Council Member?**

Serving on the City Council is a way to give back to the community I have called home for the last few years. I have reached a point in my life where I am able to carry out my civic duty as a citizen without hurting my family financially. Since leaving the military 8 years ago I have focused on my family and my personal growth. Family and growth remain important to me but it is time I return to service.

2. What strength would you bring to the Council?

I will bring with me the ability to generate creative solutions to complex problems. I believe there is a solution for every problem. Additionally I believe my experience living with and around diverse populations allows me to see and accept dissenting views as information valuable to the creation of solutions and meaningful change.

3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?

1. Skilled labor: Many professional positions in the community remain unfilled due to lack of licensed and skilled labor on the island. Those who are licensed and skilled can make more money off island. Many of the licenses only require a person to be 18. I would work to create an Island careeer partnership with the area high schools to help seniors complete required coursework to move into these careers after high school.
2. Special needs services: Most of the services are unavailable to communtiy members who are not military affiliated. I would work to create incentives to bring the necessary health practictioners to the island.
3. Homlessness population: My focus would be targeted on the short term homeless population. Studies indicate those who experience short-term homelessness usually do not return to homelessness if services are provided.

4. Explain your current and past community involvement and/or service on City, non-profit, or public boards, committees, task forces, or commissions and how this has contributed to the Oak Harbor community. Address its relevance to the position of Oak Harbor City Council Member.

Last year I did take part with other business leaders to develop solutions to the increased theft and dumping of shopping carts.

5. **What do you wish to accomplish during this appointed term as an Oak Harbor City Council Member?**

Since this position is for a short duration I would like to focus my accomplishments on creating actionable plans for items already on the council's dockett. Were I fortunate enough to earn a second term I would focus on longer term goals. For this term I would make it my goal to set the next person to hold my seat up to succeed. I believe it would be a distinct privilege to serve your community and a trust to be protected. Should I only be granted this privilege for 3 months, I would want to ensure the next council member could work towards meaningful growth from day 1.

6. **What is your vision for our City and community?**

Smart and sustainable growth. Growth that makes space for all members of the community to thrive. The island is a unique community and one that should retain its small town feel while moving into the future. Because of the island's size it is the perfect community to pilot many social and environmentally sustainable programs. My vision is a model community for other small communities in the state to aspire to.

7. **Do you participate in or are involved in any contract(s) with the City of Oak Harbor? Please explain your involvement.**

No

8. **Do you hold any other elected public office? If yes, please describe the offices held.**

No

9. **Is there anything else that you may wish to add that would help us get to know you a little better?**

I recognize the importance of this role to the community. I identify more with the vision of the humble servant than I do political figure. I live here, work here, and have for most of their life, raised my family here. I take ownership over everything I do and I have been accused of being obsessed when taking on new projects. I will never show up unprepared and if in service to my community, it will have my undivided attention. I possess both the ability to be exceptionally collaborative and to debate when the situation calls for it. I can switch seemlessly between these two skills and my focus will be first and foremost on what is best for the community down to the most at risk members of our population.

Please return this completed application to the City Clerk at Oak Harbor City Hall, 865 SE Barrington Drive, Oak Harbor, WA 98277 **no later than 4:30 p.m. on Monday, July 6, 2016.** Applications received after 4:30 p.m. will not be accepted, and mailing post-marked applications will not be accepted.

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Julie Lindsey, City Clerk
Re: Council Member Recruitment
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

jlindsey@oakharbor.org

City of Oak Harbor
City Council Agenda Bill

Bill No. 3.
Date: July 14, 2020
Subject: Human Resources - Recent Staffing Changes Update

FROM: **Human Resources - Emma House**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- (●) Bob Severns, Mayor
- (●) Blaine Oborn, City Administrator
- ( ) Patricia Soule, Finance Director
- ( ) Anna Thompson, Interim City Attorney, as to form

RECOMMENDED ACTION

BACKGROUND / SUMMARY INFORMATION

Staff will provide an update and present information regarding recent staffing changes.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS