

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

Special City Council Meeting
Wednesday, May 20, 2020 at 7:30 PM

Agenda

WORK SESSION (Begins at 7:00 pm)

1. Council approval of Ordinance 910, City of Tenino COVID-19 Recovery Grant Program, was contingent upon State Auditor's Office (SAO) "approval" which meant they would review the proposed program and provide any concerns about legal and audit requirements. On Thursday, May 7, 2020, a conference call between C/T Millard and several members of the SAO, including their legal manager, indicated the SAO has concerns about the program. C/T Millard prepared a brief email (attached) summarizing the conversation and provided the email to both Mayor Fournier and City Attorney Hughes.

Mayor Fournier has acknowledged the SAO's concerns and wishes to move forward with the grant program as conceived, provided the ordinance is amended to make clear the Council's finding that COVID-19 Recovery assistance provided by the City is a function of providing for the "poor and infirm" as authorized by the Constitution of the State of Washington. City Attorney Hughes is willing to certify the ordinance complies with the required form with respect to the gift of funds question **provided the City Council:**

1. Votes to approve the program only after the Council discusses each of SAO's concerns, and the risks associated with each concern after full disclosure,
2. Is satisfied that each concern is or will be adequately addressed by the City, including any potential conflicts of interest,
3. That the City Attorney's approval as to form only relates to the language of the ordinance being satisfactory to address the gift issue, not whether the program as administered will ultimately satisfy gift issue since this depends on successful implementation of financial controls assuring city funds are spent in accordance with the program,
4. Understands the City Attorney does not offer any opinion about financial controls needed administer the program, as this is outside his area of expertise,
5. And the Council is updated about the program at each council meeting not less than monthly, including the concerns raised by SAO.

Ordinance 910A is the Administration's attempt to address the nexus issue, the unfunded liability issue, and to include the ability to apply the grant proceeds to a Citizen's utility account.

CALL TO ORDER

AGENDA APPROVAL

CONSENT CALENDAR

2. Payroll EFT's in the amount of \$52,413.21 and Claims Checks #29091 through #29121 and other EFT's in the amount of \$488,567.06 for a grand total of \$540,980.27.

Recommended action: Move to approve payroll EFT's in the amount of \$52,413.21 and Claims Checks #29091 through #29121 and other EFT's in the amount of \$488,567.06 for a grand total of \$540,980.27, as presented.

3. Liquor & Cannabis Board Applications/Renewals

Applications: None

Renewals: Landmark Tavern.

OLD BUSINESS

4. RCW 90.50, Shoreline Management Act of 1971, requires cities with shorelines to develop and implement a Shoreline Master Program (SMP) in order to "insure the development of these shorelines in a manner which, while allowing for limited reduction of rights of the public in the navigable waters, will promote and enhance the public interest. This policy contemplates protecting against adverse effects to the public health, the land and its vegetation and wildlife, and the waters of the state and their aquatic life, while protecting generally public rights of navigation and corollary rights incidental thereto.

The City's SMP is due for its periodic review in June of 2020. The State Department of Ecology has authorized grants in an amount to cover the necessary time and materials to complete the required review. Applying for such a grant is also a request to extend the time required for review by one (1) year. Tenino's contracted Planning Agency, SCJ Alliance, has a qualified individual who has assisted other municipalities within the state of Washington to complete the reviews using the proceeds of the Ecology grant.

Recommended action: Move to authorize the Administration to submit a grant application for the purpose of completing the required Periodic Review of the City of Tenino's Shoreline Master Program.

ORDINANCES

5. Ordinance 910, COVID-19 Recovery Grant, was duly adopted on April 28, 2020. However, subsequent events have shown the need to amend the Recovery Grant Program to more clearly describe the nexus between COVID-19, economic hardship, and the performing of fundamental government functions in order that the grant not be considered a gifting of public funds; and to authorize the use of the grant funds to credit grant recipient's utility accounts.

Ordinance 910A would repeal and replace Ordinance 910 in its entirety and should be subjected to the same scrutiny as Ordinance 910 relative to addressing the concerns of the City Attorney and State Auditor's Office.

EXECUTIVE SESSION

[This](#) executive session is to be held under the provisions of RCW 42.30.110 (1) (a) (ii), To consider, if in compliance with any required data security breach disclosure under RCW **19.255.010** and **42.56.590**, and with legal counsel available, information regarding the infrastructure and security of computer and telecommunications networks, security and service recovery plans, security risk assessments and security test results to the extent that they identify specific system vulnerabilities, and other information that if made public may increase the risk to the confidentiality, integrity, or availability of agency security or to information technology infrastructure or assets.

The session will not begin until all other business has been conducted and will last approximately 30-45 minutes. No "final action" (as that term is defined by RCW 42.30.020) shall be taken.

ADJOURNMENT

Item Attachment Documents:

1. Council approval of Ordinance 910, City of Tenino COVID-19 Recovery Grant Program, was contingent upon State Auditor's Office (SAO) "approval" which meant they would review the proposed program and provide any concerns about legal and audit requirements. On Thursday, May 7, 2020, a conference call between C/T Millard and several members of the SAO, including their legal manager, indicated the SAO has concerns about the program. C/T Millard prepared a brief email (attached) summarizing the conversation and provided the email to both Mayor Fournier and City Attorney Hughes.

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5. And the Council is updated about the program at each council meeting not less than monthly, including the concerns raised by SAO.

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From: John Millard
Sent: Thursday, May 7, 2020 11:30 AM
To: Richard Hughes
Cc: Wayne Fournier; Bristol, Bryson (SAO)
Subject: RE: City of Tenino COVID-19 Recovery Grant Program

Gentlemen,

The phone discussion with the Auditors Office was enlightening.

They do have copies of our complete program and they do see where we are trying to address the usual concerns for internal controls and other fraud-prevention measures, however, they do have concerns:

1. They believe the manpower requirements for a program of this nature would be seriously taxing on the City of Tenino. They are well aware of the number of employees we have and how they are distributed and so foresee that with only three people in the administrative arena, the potential for making errors is high.
2. There is always the potential for a conflict of interest to arise should a “participating merchant” also be a City Official.
3. Ensuring that the scrip does not create a long-term financial liability is a concern. It would be particularly concerning if there were no limitations on how many times a particular piece of scrip is used.
4. In the authorizing Ordinance, we could “tighten up” the language to more clearly articulate the nexus between this program providing support to the “poor and infirm” as a result of COVID-19 in order to ensure there is no issue with the gifting of public funds.

In the final analysis, the Auditor’s Office does not “approve” of such programs, but rather points out the areas of potential problems so that we can address them prior to an audit. However, it is only within an audit that they would be able to say we did, or did not, meet the standard with respect to the issue in question (adequate internal controls, whether a gifting had occurred, and so forth). The suggestion was made that it might be in the City’s best interest to forego the wooden scrip in favor of a credit on utility accounts, like many other cities are doing.

In light of the above, I will take another stab at crafting the “whereas” statements such that it is easy to see the link between “poor and infirm” and “economic hardship” so that there is no question about gifting as prohibited by the State Constitution. In my view, the remainder of the concerns are rightfully put in front of the City Council for decision on whether or not to accept the identified risks.

Regards,
John

John C. Millard
Clerk/Treasurer, City of Tenino
clerktreasurer@ci.tenino.wa.us
360-264-2368

<http://www.CityOfTenino.us/>

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From: Richard Hughes <rick@richardhugheslaw.com>
Sent: Thursday, May 7, 2020 7:18 AM
To: John Millard <clerktreasurer@ci.tenino.wa.us>
Cc: Wayne Fournier <mayor@ci.tenino.wa.us>
Subject: RE: City of Tenino COVID-19 Recovery Grant Program

John,

Whatever the outcome of your meeting I highly recommend you send an email to the auditor confirming what was discussed and decided on. At the least the City needs their opinion about gift of public funds and whether adequate controls are in place. I would appreciate if you would also copy me. Thanks.

Rick

From: John Millard <clerktreasurer@ci.tenino.wa.us>
Sent: Thursday, May 7, 2020 7:13 AM
To: Bristol, Bryson (SAO) <bristolb@sao.wa.gov>
Cc: Richard Hughes <rick@richardhugheslaw.com>; Wayne Fournier <mayor@ci.tenino.wa.us>; Collins, Kelly (SAO) <collinsk@sao.wa.gov>
Subject: RE: City of Tenino COVID-19 Recovery Grant Program

Thanks, Bryson. 10:30 today is great. Wayne is not in Tenino today, but may be able to join us via Skype.
Regards,
John

From: Bristol, Bryson (SAO) <bristolb@sao.wa.gov>
Sent: Wednesday, May 6, 2020 4:09 PM
To: John Millard <clerktreasurer@ci.tenino.wa.us>
Cc: Richard Hughes <rick@richardhugheslaw.com> <rick@richardhugheslaw.com>; Wayne Fournier <mayor@ci.tenino.wa.us>; Collins, Kelly (SAO) <collinsk@sao.wa.gov>
Subject: RE: City of Tenino COVID-19 Recovery Grant Program

Good afternoon John-

Thank you for reaching out. Do you have time to discuss tomorrow, **Thursday 5/7 at 10:30am**? I've set up a skype call as noted below. I've invited Kelly Collins, Director of Local Audit to attend as well.

Join via Skype -> [Join Skype Meeting](#)
Join via Phone **(360)407-3833** PIN: **35161**

Thank you.

1.



Bryson Bristol
Program Manager, [Office of the Washington State Auditor](#)
(564) 999-0880 | www.sao.wa.gov

SAO has some new phone numbers. I can now be reached at (564) 999-0880

From: John Millard <clerktreasurer@ci.tenino.wa.us>
Sent: Wednesday, May 6, 2020 10:40 AM
To: Bristol, Bryson (SAO) <bristolb@sao.wa.gov>
Cc: Richard Hughes (rick@richardhugheslaw.com) <rick@richardhugheslaw.com>; Wayne Fournier <mayor@ci.tenino.wa.us>
Subject: Re: City of Tenino COVID-19 Recovery Grant Program

Bryson,
Would you please let me if if you're office has formed an opinion about this program?
Thanks.
Regards,
John

Get [Outlook for iOS](#)

From: John Millard
Sent: Tuesday, April 28, 2020 12:33:23 PM
To: Bristol, Bryson (SAO) <bristolb@sao.wa.gov>
Cc: Richard Hughes (rick@richardhugheslaw.com) <rick@richardhugheslaw.com>; Wayne Fournier <Mayor@ci.tenino.wa.us>
Subject: City of Tenino COVID-19 Recovery Grant Program

Byrson,
Attached please find the packet of documents that we intend become Ordinance 910, the City of Tenino COVID-19 Recovery Grant Program.

It has already been reviewed once by our City Attorney and the documents attached to this email are the ones I have modified to address his concerns and are the same as are under his current review.

Regards,
John

John C. Millard
Clerk/Treasurer, City of Tenino
clerktreasurer@ci.tenino.wa.us
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ORDINANCE 910-A

**AN ORDINANCE OF THE CITY OF TENINO
ESTABLISHING THE CITY OF TENINO
COVID-19 RECOVERY GRANT PROGRAM**

WHEREAS, on February 29, 2020, Governor Jay Inslee proclaimed a State of Emergency for all counties throughout the state of Washington as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and confirmed person-to-person spread of COVID-19 in Washington State; and

WHEREAS, on March 23, 2020, Governor Inslee imposed a “Stay Home – Stay Healthy” Order throughout Washington State which prohibited all people in Washington State from leaving their homes or participating in social, spiritual, and recreational gatherings of any kind regardless of the number of participant, and all non-essential businesses in Washington State from conducting business, within the limitations provided by Proclamation 20-25; and

WHEREAS, the economic downturn resulting from the state of emergency and resulting “Stay Home – Stay Healthy” Order have had a tremendous adverse economic effect on the Citizens of the City of Tenino and many Businesses located in Tenino; and

WHEREAS, these adverse economic conditions having been caused by the government, citizens and businesses are now looking to the government for economic relief; and

WHEREAS, Article 8, Section 7, Washington State Constitution, provides that “No county, city, town or other municipal corporation shall here-after give any money, or property, or loan its money, or credit to or in aid of any individual, association, company or corporation, except for the necessary support of the poor and infirm; and

WHEREAS, the test used by Washington courts to determine whether there has been a gift of public funds consists of two questions: 1) were the funds expended to carry out a fundamental purpose of the government, and 2) were the funds given with donative intent and what the public received in exchange. If the answer to question #1 is “yes,” then there has been no gift of public funds and the inquiry ceases; and

WHEREAS, in a Memorandum dated March 17, 2020, the Washington Attorney General’s Office issued a memorandum that states: “In general, constitutional restrictions on use of public funds should not be an impediment to state and local efforts to combat COVID-19, because expenditures being made in furtherance of this effort in this time of crisis further fundamental public purposes, such as protecting the public health and welfare; and

WHEREAS, the March 17, 2020, Memorandum also states that “Given the public health crisis our state is facing, there is a strong basis for state and local governments to make expenditures for the primary purpose of protecting and promoting public health which may have an incidental benefit on private citizens and entities;” and

WHEREAS, in a Memorandum dated April 3, 2020, the Washington Attorney General’s Office issued a memorandum that states “Given the unprecedented health crisis that

Washington faces, loans or grants are likely permissible if a local government can establish a clear nexus between such programs and either protecting the local economy or promoting compliance with public health guidelines;” and

WHEREAS, in a Memorandum dated April 6, 2020, the Washington Attorney General’s Office states that under Article VIII, Section 7 of the state constitution, a local government may provide cash assistance to low-income individuals who have lost their jobs or are struggling financially due to COVID-19. Further, the opinion stated a local government “probably, with sufficient safeguards in place” may provide grants or loans to small businesses struggling with the State-ordered closure of their businesses; and

WHEREAS, the City of Tenino, having issued wooden scrip in 1932 as a medium of exchange under conditions similar to the conditions caused by the “Stay Home – Stay Healthy” Order, has a precedent from which to draw upon for the relief of individual Citizens; and

WHEREAS, the wooden scrip under consideration would only be made available to those Citizens who have established residency within the City of Tenino; and

WHEREAS, only those Citizens who can demonstrate the need for City assistance is directly related to the COVID-19 emergency; and

WHEREAS, the wooden scrip under consideration would only be able to be redeemed once, and then only by businesses located within the Tenino City Limits; and

WHEREAS, the City Council of the City of Tenino finds that the issuance of wooden scrip to Citizens of the City in need of financial assistance, and redemption of such scrip by businesses within the City serves the fundamental purpose of protecting the public welfare by ensuring continuity of commerce and is necessary for the support of the poor and infirm, who are those hardest hit by both COVID-19 and the response to it.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TENINO, WASHINGTON, that the City of Tenino will fund the issuance of wooden scrip in an amount not to exceed \$10,000.00 (exclusive of the costs of producing such scrip and the administrative costs of managing the program) as follows:

Section 1. This Ordinance repeals and replaces Ordinance 910, adopted on April 28, 2020.

Section 2. The specifications for the manufacture of the scrip and program guidance for grant implementation are spelled out at Exhibit I, attached hereto, made part hereof, and incorporated herein by reference.

Section 3. The Clerk/Treasurer is hereby directed to amend the City’s 2020 Municipal Budget to include this \$10,000.00 grant and may, at his discretion, utilize monies from the General Fund (Fund 001) or Contingency Fund (Fund 109) for this purpose.

1.

Section 4. Due to the emergent nature of this action, a second reading of this ordinance is not required.

Section 5. This ordinance will be in effect five days after publication as required by law.

ADOPTED by the City Council of the City of Tenino, Washington, and **APPROVED** by its Mayor, at a Special open public meeting thereof this 20th day of May, 2020.

Wayne Fournier, Mayor

Attest:

John Millard, City Clerk-Treasurer

Approved as to form:

Richard L. Hughes, City Attorney

EXHIBIT 1 TO ORDINANCE 910

The Tenino COVID-19 Recovery Grant Program

1. Legislative Findings and Intent.

A. Findings. The City Council of the City of Tenino finds:

- i. The economic downturn resulting from the application of COVID-19 emergency measures at the national, state, and local level has had an unacceptable negative impact on individual Citizens within the Tenino City Limits, the Tenino Business Community, and the City’s own Economic Development efforts.
- ii. The Citizens of the City of Tenino themselves are in best position to determine where the proceeds of this grant program will be most effective in ameliorating the effects of the COVID-19 emergency relative to their own unique circumstances.
- iii. Any monies, but especially those that derive from the payment of taxes to the government, spent at businesses located within the Tenino City Limits is beneficial to the entire City and all of its Citizens.

B. Intent. Through this program, the City Council intends to provide relief on an individual basis by providing a means of directly augmenting the income of those Citizens most adversely impacted by this economic downturn, while simultaneously supporting the Tenino Business Community generally by requiring the proceeds of these grant funds be spent either within the Tenino City Limits, thereby achieving a primary goal of the City’s Economic Development Program, or by a credit to a Citizen’s utility account.

2. General program description and duration.

Tenino’s COVID-19 Recovery Grant Program is based on Tenino’s response to the economic downturn referred to as “The Great Depression” of the 1930’s. The goal is to provide economic relief to those Citizens of Tenino who can prove economic hardship as a direct result of the COVID-19 emergency, and to Tenino businesses, through the use of wooden scrip of \$25 dollar denomination which can be redeemed only by participating businesses within the Tenino City Limits. Citizens may also elect to receive a credit on their City utility account, or a combination of both a credit and scrip. This program will be in effect until 90 days after the emergency is declared to have ended by the Mayor.

3. The Scrip.

A. Manufacture. The South Thurston Historical Society will produce the scrip from custom materials provided by the Tenino Depot Museum using equipment available only at the Tenino Depot Museum.

- i. The scrip will be serially numbered by the Clerk/Treasurer after printing.

EXHIBIT 1 TO ORDINANCE 910

ii. The City of Tenino shall reimburse the South Thurston Historical Society for all expenses incurred in the manufacture of the scrip.

B. Denomination. Scrip will only be produced in denominations of \$25.

C. Amount. The City will guarantee scrip redemption in an amount not to exceed \$10,000.00. The Clerk/Treasurer shall keep a log, by serial number, of each individual scrip. The inventory log is shown at Tab A to this Exhibit. The Clerk/Treasurer shall inventory scrip:

- i. When first received.
- ii. When issued.
- iii. When redeemed.
- iv. On a weekly basis, for any scrip that is on-hand, but unissued.

D. Storage. Scrip shall be stored within the City’s vault until it is issued.

E. Authentication. To be valid for redemption, each scrip must be signed by the Mayor of the City of Tenino and countersigned by the Clerk/Treasurer of the City of Tenino. No scrip will be authenticated until the Clerk/Treasurer has been presented with a Certificate of Eligibility for award of a grant.

F. Scrip will be issued only to the bearer of a Certificate of Eligibility.

- i. Certificates of Eligibility will be serially numbered and must be requested from the City. An example Certificate of Eligibility is shown at Tab B to this Exhibit.
- ii. Only a Citizen of the City of Tenino may request a Certificate of Eligibility. For the purposes of this grant, “Citizen of Tenino” means a natural person who has an active sewer or water utility account with the City. The request will be made on a form provided by the City as shown at Tab C to this Exhibit.

G. Expiration. Scrip that has been issued, but not redeemed, within the 90 day period after the declared end of the COVID-19 emergency will not be honored. Scrip that has not been assigned a serial number will not be honored.

4. Award.

A. Eligibility. Grant eligibility is based solely on two criteria, both of which must be met in order to receive a Certificate of Eligibility

- i. The potential grantee must actually reside within the Tenino City Limits.

EXHIBIT 1 TO ORDINANCE 910

ii. The potential grantee must demonstrate that the need for the grant is directly related to COVID-19. Proof will consist of a completed COVID-19 Recovery Grant Application form that is accompanied by at least one of the forms of substantiating documentation described in the application. Applications that have not been signed by the requestor, or which are not accompanied by substantiating documentation, are deemed incomplete and will not be accepted for consideration. Grant applications are shown at Tab C to this Exhibit.

B. Approval. Upon receipt of a signed application that is accompanied by the required substantiating documents:

i. The Utility Clerk will verify the requestor meets the Citizenship Requirement and, if so, will affix her or his signature to the application. If not, the requester will be notified they do not meet eligibility requirements and the request will be returned.

ii. The Court Clerk will verify the requestor meets the Need Requirement and, if so, will affix her or his signature to the application and the request will be deemed valid. If not, the requester will be notified they do not meet eligibility requirements and the request will be returned.

iii. Upon receiving a valid request, the Clerk/Treasurer will complete a Certificate of Eligibility, obtain the signatures of the Utility Clerk and Court Clerk, and affix an impressed City Seal. Once the Certificate of Eligibility has been prepared, the Clerk/Treasurer will then proceed to prepare the scrip for issue as described in paragraph 5, below.

C. Amount. The amount awarded to any applicant shall be determined according to the schedule as shown on the application. The grant recipient may elect to receive either the total grant amount in the form of wooden scrip, or the total grant amount in the form of a credit to their City of Tenino utility account, or some combination of scrip and credit not to exceed the amount shown on the application.

D. Limitations on Award. Because the duration of the COVID-19 is unknown, and therefore, the extent of the financial hardship resulting from the emergency cannot be predicted with certainty, and because the grant funds are limited, no grant recipient may receive more than \$300 in scrip or credit on account per month. There is no limitation on how many times a single recipient may be awarded a grant (provided that a new grant request must be submitted and result in the issuance of a new Certificate of Eligibility.) All grants are processed on a “first-come, first-served” basis until the program is terminated or all grant funds have been expended.

5. Issue. Upon presentation of a valid Certificate of Eligibility, the Clerk/Treasurer will prepare the scrip for issue by:

EXHIBIT 1 TO ORDINANCE 910

A. Recording the issue of scrip, by serial number, on the inventory log kept for that purpose, and noting the serial number of the Certificate of Eligibility for which the scrip has been drawn.

B. The Clerk/Treasurer shall then indicate the serial numbers of the scrip being issued on the Certificate of Eligibility.

C. Obtaining the signature of the Mayor and then affixing his or her own signature as countersign on as many scrip as necessary up to the amount indicated on the Certificate of Eligibility.

D. The bearer of the Certificate of Eligibility shall indicate receipt of the script by signing the Inventory Log kept for this purpose. A copy of the signed Certificate will be retained by the Clerk/Treasurer and the original shall be given to the holder of the scrip as proof of eligibility.

E. The Clerk/Treasurer shall keep all copies of Certificates of Eligibility with the Inventory Log and make both available for inspection in accordance with the Public Records Act (42.56 RCW).

F. Grant recipients may elect to receive a credit on their City of Tenino utility account either in lieu of wooden scrip, or in combination with an amount of scrip not to exceed the value established in the

6. Redemption.

A. Scrip may be redeemed by any business within the Tenino City Limits who has agreed to participate with the terms of the Grant Program. Agreement is indicated by the submission of a signed Recovery Grant Participation Agreement as shown at Tab D to this Exhibit.

B. Scrip may be used to purchase anything sold by a participating business except:

- i. Alcoholic beverages of any kind.
- ii. Cannabis products of any kind.
- iii. Tobacco products of any kind.
- iv. Personal services, unless those services are provided by a licensed or certified:
 - Auto Repair Facility or Technician;
 - Barber;
 - Child Care Facility or Provider;
 - Contractor;
 - Cosmetician;

EXHIBIT 1 TO ORDINANCE 910

- Accountant, Architect, Doctor, Engineer, Lawyer, Surveyor; or
- Information Technology Service Provider

C. Grant recipients are responsible for the payment of any taxes or fees that apply to any transaction for which scrip is to be redeemed, whether the transaction involves the use of scrip alone, or in conjunction with cash, check, or credit card.

D. Change. The scrip has no cash value. No scrip may be exchanged solely for cash. When scrip is tendered for payment, businesses may not issue change, whether by cash, check, or the extension of credit, in an amount that exceeds \$0.99.

E. Participating merchants may submit a COVID-19 Recovery Grant Reimbursement Request twice each month corresponding with the City’s Accounts Payable cycle. Reimbursement requests are shown at Tab E to this Exhibit.

- i. The due date for submitting the first batch is the close of business on the Friday before the first regularly scheduled City Council meeting in any given month.
- ii. The due date for the second batch is the close of business on the Friday before the second regularly scheduled City Council meeting in any given month.
- iii. The City shall remit payment by issuing a Voucher and Check corresponding to each reimbursement request for the amount of scrip returned to the City at the close of each Accounts Payable cycle.
- iv. The Clerk/Treasurer shall stamp each redeemed scrip with the word “REDEEMED” on the reverse of each scrip actually redeemed and shall indicate the scrip was redeemed by entering a “Y” in the redemption column of the inventory log.
- v. Redeemed scrip will be donated to the Tenino Depot Museum for use in its marketing and advertising campaigns.
- vi. Upon termination of this program, for whatever reason, the Clerk/Treasurer shall inventory the unissued scrip and preserve them for future use or other disposition that the City Council may direct.

F. Duration. The City will honor scrip until such time, at its sole discretion, the adverse economic effects of the COVID-19 Emergency policies and procedures have abated. Provided, however, that the City shall not terminate, or otherwise suspend the provisions of this Ordinance, without providing at least 15 days prior written notice to all program participants.

7. Recordkeeping. The City’s Public Records Officer shall maintain all records created in furtherance of this program according to the most recent Retention Schedule published by the

1.

EXHIBIT 1 TO ORDINANCE 910

Office of the State Archivist and shall make such records available in accordance with the Public Records Act (42.56 RCW).

2.

Item Attachment Documents:

2. Payroll EFT's in the amount of \$52,413.21 and Claims Checks #29091 through #29121 and other EFT's in the amount of \$488,567.06 for a grand total of \$540,980.27.

Recommended action: Move to approve payroll EFT's in the amount of \$52,413.21 and Claims Checks #29091 through #29121 and other EFT's in the amount of \$488,567.06 for a grand total of \$540,980.27, as presented.

2.

Consent Calendar consisting of April 29, 2020 through May 12, 2020:

- Payroll EFT's in the amount of \$52,413.21**
- Claims Checks #29091 through #29121 and EFT's in the amount of \$488,567.06**

for a grand total of \$540,980.27

**Liquor and Cannabis License Applications/
Renewals:**

Landmark Tavern

CHECK REGISTER

2. City Of Tenino
MCAG #: 0757

04/29/2020 To: 05/12/2020

Time: 13:52:43 Date: 05/12/2020
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1705	05/12/2020	Claims	5	29091	Corporate Payment Systems	3,234.03	
1706	05/12/2020	Claims	5	29092	Dragon Analytical Laboratory	267.00	
1707	05/12/2020	Claims	5	29093	Hillier, Scheibmeir & Kelly, PS	300.00	
1708	05/12/2020	Claims	5	29094	J & I Power Equip	54.28	
1709	05/12/2020	Claims	5	29095	Joes Refuse	1,920.08	
1710	05/12/2020	Claims	5	29096	Lakeside Industries	326.05	
1711	05/12/2020	Claims	5	29097	Law Office of Richard L. Hughes PLLC	4,892.50	
1712	05/12/2020	Claims	5	29098	Lemay Mobile Shredding	60.40	
1713	05/12/2020	Claims	5	29099	Miles Sand And Gravel Company	168.09	
1714	05/12/2020	Claims	5	29100	Mountain Mist Water	46.94	
1715	05/12/2020	Claims	5	29101	Northwest Eco Blasting	1,650.00	
1716	05/12/2020	Claims	5	29102	Pitney Bowes Global Financial Svcs	143.64	
1717	05/12/2020	Claims	5	29103	Platt Electric Supply	315.40	
1718	05/12/2020	Claims	5	29104	Prov Centralia Hospital	891.48	
1719	05/12/2020	Claims	5	29105	Puget Sound Energy	4,523.74	
1720	05/12/2020	Claims	5	29106	Retail Lockbox Merchant Services, LLC	35.00	
1721	05/12/2020	Claims	5	29107	Rochester Lumber	914.73	
1722	05/12/2020	Claims	5	29108	Jennifer N Scharber	57.68	
1723	05/12/2020	Claims	5	29109	Tenino Food Bank Plus	5,000.00	
1724	05/12/2020	Claims	5	29110	Tenino Marketfresh	205.82	
1725	05/12/2020	Claims	5	29111	Tenino Telephone Co	1,668.11	
1726	05/12/2020	Claims	5	29112	City Of Tenino	1,549.55	
1727	05/12/2020	Claims	5	29113	That Hose Guy	144.78	
1728	05/12/2020	Claims	5	29114	Thurston Co Treasurer	13.64	
1729	05/12/2020	Claims	5	29115	Utilities Underground Location	21.56	
1730	05/12/2020	Claims	5	29116	Verizon Wireless (Cell)	752.19	
1731	05/12/2020	Claims	5	29117	Voyager Fleet System	1,374.86	
1732	05/12/2020	Claims	5	29118	WA Dept Of Commerce	456,276.81	
1733	05/12/2020	Claims	5	29119	WA State Auditor	420.20	
1734	05/12/2020	Claims	5	29120	WA State Treasurer	656.89	
1735	05/12/2020	Claims	5	29121	Wilson Parts Corporation	73.37	
						54,471.59	
						85.15	
						5,438.03	
						8,121.42	
						7,863.24	
						8,724.03	
						456,276.81	
						540,980.27	
						488,567.06	Claims:
						52,413.21	Payroll:

CHECK REGISTER

2. City Of Tenino
MCAG #: 0757

04/29/2020 To: 05/12/2020

Time: 13:52:43 Date: 05/12/2020

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1534	04/30/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	6.25	4/29/2020
1546	04/30/2020	Payroll	5	EFT	Timberland Bank		Duplicate
1547	04/30/2020	Payroll	5	EFT	Timberland Bank		correct error
1549	04/30/2020	Payroll	5	EFT	Timberland Bank		Incorrect Vendor; should be IRS, not Timberland Bank
1552	04/30/2020	Payroll	5	EFT	Timberland Bank	14,255.92	941 Deposit for Pay Cycle(s) 04/20/2020 - 04/20/2020; 941 Deposit for Pay Cycle(s) 04/05/2020 - 04/05/2020
1556	05/01/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	15.00	4/30/2020
1573	05/05/2020	Payroll	5	EFT	Bennett H Barnes	165.16	
1574	05/05/2020	Payroll	5	EFT	Rachel L Davidson	138.14	
1575	05/05/2020	Payroll	5	EFT	Wayne R Fournier	888.47	
1576	05/05/2020	Payroll	5	EFT	Linda Gotovac	69.07	
1577	05/05/2020	Payroll	5	EFT	Jason A Lawton	69.07	
1578	05/05/2020	Payroll	5	EFT	John J O'Callahan	69.07	
1579	05/05/2020	Payroll	5	EFT	David A Watterson	138.14	
1580	05/05/2020	Payroll	5	EFT	Tyler J Baker	1,923.18	
1581	05/05/2020	Payroll	5	EFT	Veronica A Barnes	1,505.12	
1582	05/05/2020	Payroll	5	EFT	Troy LK Cannon	1,861.73	
1583	05/05/2020	Payroll	5	EFT	Samantha L Cisneros	1,379.77	
1584	05/05/2020	Payroll	5	EFT	Brent L Gibbs	2,064.17	
1585	05/05/2020	Payroll	5	EFT	John C Millard	1,836.55	
1586	05/05/2020	Payroll	5	EFT	Jason M Plaja	2,492.83	
1587	05/05/2020	Payroll	5	EFT	Maria Rodriguez	1,292.28	
1588	05/05/2020	Payroll	5	EFT	Jennifer N Scharber	1,172.01	
1589	05/05/2020	Payroll	5	EFT	Seth D Sharp	2,165.16	
1590	05/05/2020	Payroll	5	EFT	William John Stines	1,763.82	
1591	05/05/2020	Payroll	5	EFT	Robert Swain	1,891.54	
1592	05/05/2020	Payroll	5	EFT	Robert D Thornburg	1,453.75	
1601	05/05/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	6.25	5/1/2020
1604	05/05/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	7.50	5/2/2020
1609	05/05/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	5/3/2020
1612	05/05/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	11.25	5/4/2020
1635	05/06/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	5.00	5/5/2020
1641	04/30/2020	Claims	5	EFT	TriSource Solutions LLC	494.49	Discount And Other Fees For April, 2020
1646	05/07/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	8.75	5/6/2020
1668	05/08/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	11.25	5/7/2020
1679	05/12/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	6.25	5/8/2020
1682	05/12/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	5/9/2020
1685	05/12/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	7.50	5/10/2020
1692	05/12/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	21.25	5/11/2020
1563	05/01/2020	Payroll	5	29090	Internal Revenue Service	13,818.26	941 Deposit for Pay 03/01/2020 - 03/31/2020

3.

Item Attachment Documents:

3. Liquor & Cannabis Board Applications/Renewals

Applications: None

Renewals: Landmark Tavern.

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 04/06/2021

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENINO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20200731

LICENSEE

BUSINESS NAME AND ADDRESS

LICENSE NUMBER

PRIVILEGES

1 . TOO SHORT LLC

LANDMARK TAVERN
313 SUSSEX AVENUE W
TENINO

WA 98589 9262

353746

SPIRITS/BR/WN REST LOUNGE -
KEGS TO GO

Item Attachment Documents:

- 4. RCW 90.50, Shoreline Management Act of 1971, requires cities with shorelines to develop and implement a Shoreline Master Program (SMP) in order to "insure the development of these shorelines in a manner which, while allowing for limited reduction of rights of the public in the navigable waters, will promote and enhance the public interest. This policy contemplates protecting against adverse effects to the public health, the land and its vegetation and wildlife, and the waters of the state and their aquatic life, while protecting generally public rights of navigation and corollary rights incidental thereto.

The City's SMP is due for it's periodic review in June of 2020. The State Department of Ecology has authorized grants in an amount to cover the necessary time and materials to complete the required review. Applying for such a grant is also a request to extend the time required for review by one (1) year. Tenino's contracted Planning Agency, SCJ Alliance, has a qualified individual who has assisted other municipalities within the state of Washington to complete the reviews using the proceeds of the Ecology grant.

Recommended action: Move to authorize the Administration to submit a grant application for the purpose of completing the required Periodic Review of the City of Tenino's Shoreline Master Program.



Agreement No. SEASMP-1921-CiTen-00103

SHORELANDS SHORELINE MASTER PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF TENINO

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Tenino, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Shoreline Master Program – Periodic Review
Total Cost:	\$11,200.00
Total Eligible Cost:	\$11,200.00
Ecology Share:	\$11,200.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	06/30/2021
Project Type:	Periodic Review of the Shoreline Master Program

Project Short Description:

The RECIPIENT will conduct a periodic review of the Shoreline Master Program (SMP) that is developed in a manner consistent with requirements of the Shoreline Management Act (SMA), RCW 90.58, and its implementing rules, WAC 173-26, including the Shoreline Master Program Guidelines (SMP Guidelines).

Project Long Description:

The purpose of the Shoreline Master Program periodic review is to (a) assure that the master program complies with applicable law and SMP Guidelines in effect at the time of the review, and (b) assure consistency of the master program with the local government's comprehensive plan and development regulations adopted under chapter RCW 36.70A, if applicable. Local governments should also consider amendments needed to address changed circumstances, new information, or improved data.

Agreement No: SEASMP-1921-CiTen-00103
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Tenino

Please note: Beyond the scope of this agreement, the RECIPIENT will continue the SMP formal adoption process as stated in the SMA and WAC 173-26. Work related to these activities and formal adoption by the local governing body is eligible for reimbursement under this grant, provided it is completed by June 30, 2021. The adoption process includes the activities shown below.

1. Complete SEPA review and documentation

Conduct SEPA review pursuant to the State Environmental Policy Act (RCW 43.21C).

2. Provide GMA 60-day notice of intent to adopt

For local governments planning under the Growth Management Act, notify ECOLOGY and the Department of Commerce of intent to adopt the SMP amendment at least 60 days in advance of final local approval, pursuant to RCW 36.70A.106.

3. Hold public hearing

Hold at least one public hearing prior to local adoption of the draft SMP or Findings of Adequacy, consistent with the requirements of WAC 173-26-100 or WAC 173-26-104.

4. Prepare a responsiveness summary

Prepare a summary responding to all comments received during the public hearing and the public comment period. The names and mailing addresses of all interested parties providing comment shall be compiled.

5. Adopt SMP and submit to ECOLOGY

Complete the adoption process for the SMP update under either WAC 173-26-100 or WAC 173-26-104 and submit the locally-adopted Draft SMP amendment or Findings of Adequacy and Periodic Review Checklist to ECOLOGY under WAC 173-26-110.

Overall Goal:

Periodic Review Checklist and final draft SMP amendment or Findings of Adequacy.

Account No: SEASMP-1921-CiTen-00103
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Tenino

RECIPIENT INFORMATION

Organization Name: City of Tenino

Federal Tax ID: 91-6001514

DUNS Number: 605072750

Mailing Address: PO Box 4019
 Tenino, WA 98589

Physical Address: 149 Hodgden Street S

Organization Email: clerktreasurer@ci.tenino.wa.us

Organization Fax: (360) 264-5772

Contacts

<p>Project Manager</p>	<p>John Millard Clerk/Treasurer</p> <p>149 Hodgden Street S Tenino, Washington 98589 Email: clerktreasurer@ci.tenino.wa.us Phone: (360) 264-2368</p>
<p>Billing Contact</p>	<p>John Millard Clerk/Treasurer</p> <p>149 Hodgden Street S Tenino, Washington 98589 Email: clerktreasurer@ci.tenino.wa.us Phone: (360) 264-2368</p>
<p>Authorized Signatory</p>	<p>John Millard Clerk/Treasurer</p> <p>149 Hodgden Street S Tenino, Washington 98589 Email: clerktreasurer@ci.tenino.wa.us Phone: (360) 264-2368</p>

Account No: SEASMP-1921-CiTen-00103
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Tenino

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Shorelands
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Shorelands
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Sarah Cassal</p> <p>PO Box 47775 Olympia, Washington 98504-7775 Email: salu461@ecy.wa.gov Phone: (360) 407-7459</p>
<p>Financial Manager</p>	<p>Cindy James</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: cjam461@ecy.wa.gov Phone: (360) 407-7421</p>

Account No: SEASMP-1921-CiTen-00103
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Tenino

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$0.00

Task Title: 1. Project Oversight: Coordination, Management, and Administration

Task Description:

The RECIPIENT will provide necessary project oversight to complete the scope of work in compliance with this ECOLOGY agreement, which includes project coordination, project management, and project administration.

- A. The RECIPIENT will coordinate with ECOLOGY throughout the SMP review process. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the review process.
- B. The RECIPIENT will coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, the RECIPIENT will consult with other appropriate entities which may have useful information if necessary.
- C. The RECIPIENT will conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.
- D. The RECIPIENT will submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; and submit ECOLOGY-approved deliverables by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:

Properly manage and fully document the project in accordance with ECOLOGY's grant administration requirements.

Task Expected Outcome:

Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report. Properly maintained project documentation.

Recipient Task Coordinator: Rachel Granrath

1. Project Oversight: Coordination, Management, and Administration

Deliverables

Number	Description	Due Date
1.1	Progress reports are due quarterly.	
1.2	Recipient Close Out Report	06/30/2021

Agreement No: SEASMP-1921-CiTen-00103
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Tenino

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$0.00

Task Title: 2. Secure Consultant Services, If Needed

Task Description:

If applicable, the RECIPIENT will:

A. Secure qualified consultant services

In accordance with the RECIPIENT or State of Washington procurement procedures, the RECIPIENT will enter into a contract with the selected consultant(s) and prepare a sub agreement in accordance with the scope of work in this agreement.

Task Goal Statement:

To ensure the RECIPIENT has qualified personnel to conduct the scope of this project.

Task Expected Outcome:

If applicable, signed contract and sub-agreement with consultant(s).

Recipient Task Coordinator: John Millard

2. Secure Consultant Services, If Needed

Deliverables

Number	Description	Due Date
2.1	Final signed consulting contract. Upload to EAGL per the date in the Deliverable Due Dates form.	
2.2	Update in quarterly progress report.	

Account No: SEASMP-1921-CiTen-00103
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Tenino

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$2,000.00

Task Title: 3. Public Participation

Task Description:

The RECIPIENT will:

A. Develop a Public Participation Plan

Prepare and disseminate a public participation plan to invite and encourage public involvement in the SMP periodic review consistent with WAC 173-26-090. The public participation plan should include applicable local requirements such as planning commission review and formal hearings, as well as applicable state notice requirements.

B. Conduct public participation activities

Implement the public participation plan throughout the course of the SMP periodic review process.

Task Goal Statement:

To inform and involve all stakeholders in the SMP periodic review process.

Task Expected Outcome:

Continuous public participation activities throughout the SMP periodic review process.

Recipient Task Coordinator: Rachel Granrath

3. Public Participation

Deliverables

Number	Description	Due Date
3.1	Public Participation Plan. Upload to EAGL per the date in the Deliverable Due Dates form.	
3.2	Updates of public involvement activities in progress reports.	

Account No: SEASMP-1921-CiTen-00103
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Tenino

SCOPE OF WORK

Task Number: 4 **Task Cost:** \$5,000.00

Task Title: 4. Review Shoreline Master Program and Draft Revisions, If Needed

Task Description:

The RECIPIENT will:

A. Review the SMP to determine if revisions are needed

1. Review amendments to chapter 90.58 RCW and Ecology rules that have occurred since the Shoreline Master Program was last amended, and determine if local amendments are needed to maintain compliance. Ecology will provide a checklist of legislative and rule amendments to assist local governments with this review.
2. Review changes to the comprehensive plan and development regulations to determine if the Shoreline Master Program policies and regulations remain consistent with them. Document the consistency analysis to support proposed changes to the Shoreline Master Program or Findings of Adequacy.
3. Conduct additional analysis deemed necessary to address changing local circumstances, new information or improved data.

B. Draft revised SMP goals, policies and regulations, or prepare Findings of Adequacy

1. Prepare amended goals and policies or regulations identified through the review process. Use the checklist to identify where in the SMP changes are made to address applicable statutory or regulatory changes.
2. Where the review conducted under Task 4A concludes no changes are necessary, prepare draft Findings of Adequacy.

Task Goal Statement:

To review the SMP to determine if changes are necessary, and revise the SMP if changes are deemed necessary.

Task Expected Outcome:

A completed Periodic Review Checklist documenting the initial staff review of the SMP, and either initial draft SMP amendments or draft Findings of Adequacy.

Recipient Task Coordinator: Rachel Granrath

Agreement No: SEASMP-1921-CiTen-00103
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Tenino

4. Review Shoreline Master Program and Draft Revisions, If Needed

Deliverables

Number	Description	Due Date
4.1	A Periodic Review Checklist documenting consideration of statutory amendments, and internal consistency review. Upload to EAGL per the date in the Deliverable Due Dates form.	
4.2	Initial draft SMP amendments or Findings of Adequacy and supporting documentation. Upload to EAGL per the date in the Deliverable Due Dates form.	

DRAFT

Account No: SEASMP-1921-CiTen-00103
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Tenino

SCOPE OF WORK

Task Number: 5 **Task Cost:** \$4,200.00

Task Title: 5. Final Draft SMP or Findings of Adequacy

Task Description:

The RECIPIENT will:

A. Conduct public review process

Conduct a local public review process for the proposed Shoreline Master Program as provided in the SMA and WAC 173-26. Where amendments to the SMP are proposed they shall contain applicable shoreline goals, policies, or regulations with copies of any provisions adopted by reference. Where no changes are needed, the local process will include a formal Findings of Adequacy.

B. Assemble final draft amendment or Findings of Adequacy

Assemble a complete SMP final draft amendment in preparation for review and approval by the local jurisdictional governing body. Where the review determines that no changes are needed, the Recipient will prepare a formal Findings of Adequacy.

Task Goal Statement:

Complete a Shoreline Master Program final draft amendment or Findings of Adequacy.

Task Expected Outcome:

A Shoreline Master Program final draft amendment or Findings of Adequacy.

Recipient Task Coordinator: Rachel Granrath

5. Final Draft SMP or Findings of Adequacy

Deliverables

Number	Description	Due Date
5.1	Updates of public review process activities in progress report.	
5.2	Submit an SMP final draft amendment or Findings of Adequacy, with relevant supporting documentation and a complete Periodic Review checklist. Upload to EAGL per the date in the Deliverable Due Dates form.	

Agreement No: SEASMP-1921-CiTen-00103
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Tenino

BUDGET

Funding Distribution EG200587

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Model Toxics Control Operating Account Funding Type: Grant
 Funding Effective Date: 07/01/2019 Funding Expiration Date: 06/30/2021

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)
 Type: State
 Funding Source %: 100%
 Description: Model Toxics Control Operating Account (MTCOA)

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Model Toxics Control Operating Account	Task Total
1. Project Oversight: Coordination, Management, and Administration	\$ 0.00
2. Secure Consultant Services, If Needed	\$ 0.00
3. Public Participation	\$ 2,000.00
4. Review Shoreline Master Program and Draft Revisions, If Needed	\$ 5,000.00
5. Final Draft SMP or Findings of Adequacy	\$ 4,200.00

Total: \$ 11,200.00

Agreement No: SEASMP-1921-CiTen-00103
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Tenino

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Model Toxics Control Operating Account	0.00 %	\$ 0.00	\$ 11,200.00	\$ 11,200.00
Total		\$ 0.00	\$ 11,200.00	\$ 11,200.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Deliverable Due Date Form:

The RECIPIENT will negotiate the task deliverable due dates with the ECOLOGY Project Manager, and the ECOLOGY Project Manager will enter the information in the Deliverable Due Date EAGL form. The RECIPIENT will keep track of these due dates, and will note any date changes on the quarterly progress reports. The Deliverable Due Date form can be found on the Application Menu - Forms page in EAGL. (Note: This form does not automatically print out with the agreement.)

Document Accessibility Requirements (as described in the General Terms and Conditions of this Agreement: ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY):

For documents produced under this agreement intended to be published, posted, or hosted on ECOLOGY’s external web site, the RECIPIENT shall provide the documents in both their “native format” (such as Word, Excel, PowerPoint) and in PDF format (latest version of Adobe Acrobat Pro or compatible). The PDF documents must satisfactorily pass the Adobe Acrobat Pro Accessibility Checker (Full Check). The RECIPIENT will provide ECOLOGY the Accessibility Checker’s report. ECOLOGY will review the PDF Accessibility results and may request the RECIPIENT remedy any known issues. ECOLOGY reserves the right to perform independent testing to validate accessibility and may require the RECIPIENT remedy any identified issues before acceptance of the document. For assistance concerning Accessibility, visit state of Washington, Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>).

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

Award No: SEASMP-1921-CiTen-00103
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Tenino

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.frs.gov <http://www.frs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

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For more details on FFATA requirements, see www.fsr.gov <<http://www.fsr.gov>>.

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 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Tenino

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.

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- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

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- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

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Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned

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(WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the

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quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington

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for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced

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packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

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4.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

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5.

Item Attachment Documents:

5. Ordinance 910, COVID-19 Recovery Grant, was duly adopted on April 28, 2020. However, subsequent events have shown the need to amend the Recovery Grant Program to more clearly describe the nexus between COVID-19, economic hardship, and the performing of fundamental government functions in order that the grant not be considered a gifting of public funds; and to authorize the use of the grant funds to credit grant recipient's utility accounts.

Ordinance 910A would repeal and replace Ordinance 910 in its entirety and should be subjected to the same scrutiny as Ordinance 910 relative to addressing the concerns of the City Attorney and State Auditor's Office.

ORDINANCE 910-A

**AN ORDINANCE OF THE CITY OF TENINO
ESTABLISHING THE CITY OF TENINO
COVID-19 RECOVERY GRANT PROGRAM**

WHEREAS, on February 29, 2020, Governor Jay Inslee proclaimed a State of Emergency for all counties throughout the state of Washington as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and confirmed person-to-person spread of COVID-19 in Washington State; and

WHEREAS, on March 23, 2020, Governor Inslee imposed a “Stay Home – Stay Healthy” Order throughout Washington State which prohibited all people in Washington State from leaving their homes or participating in social, spiritual, and recreational gatherings of any kind regardless of the number of participant, and all non-essential businesses in Washington State from conducting business, within the limitations provided by Proclamation 20-25; and

WHEREAS, the economic downturn resulting from the state of emergency and resulting “Stay Home – Stay Healthy” Order have had a tremendous adverse economic effect on the Citizens of the City of Tenino and many Businesses located in Tenino; and

WHEREAS, these adverse economic conditions having been caused by the government, citizens and businesses are now looking to the government for economic relief; and

WHEREAS, Article 8, Section 7, Washington State Constitution, provides that “No county, city, town or other municipal corporation shall here-after give any money, or property, or loan its money, or credit to or in aid of any individual, association, company or corporation, except for the necessary support of the poor and infirm; and

WHEREAS, the test used by Washington courts to determine whether there has been a gift of public funds consists of two questions: 1) were the funds expended to carry out a fundamental purpose of the government, and 2) were the funds given with donative intent and what the public received in exchange. If the answer to question #1 is “yes,” then there has been no gift of public funds and the inquiry ceases; and

WHEREAS, in a Memorandum dated March 17, 2020, the Washington Attorney General’s Office issued a memorandum that states: “In general, constitutional restrictions on use of public funds should not be an impediment to state and local efforts to combat COVID-19, because expenditures being made in furtherance of this effort in this time of crisis further fundamental public purposes, such as protecting the public health and welfare; and

WHEREAS, the March 17, 2020, Memorandum also states that “Given the public health crisis our state is facing, there is a strong basis for state and local governments to make expenditures for the primary purpose of protecting and promoting public health which may have an incidental benefit on private citizens and entities;” and

WHEREAS, in a Memorandum dated April 3, 2020, the Washington Attorney General’s Office issued a memorandum that states “Given the unprecedented health crisis that

Washington faces, loans or grants are likely permissible if a local government can establish a clear nexus between such programs and either protecting the local economy or promoting compliance with public health guidelines;” and

WHEREAS, in a Memorandum dated April 6, 2020, the Washington Attorney General’s Office states that under Article VIII, Section 7 of the state constitution, a local government may provide cash assistance to low-income individuals who have lost their jobs or are struggling financially due to COVID-19. Further, the opinion stated a local government “probably, with sufficient safeguards in place” may provide grants or loans to small businesses struggling with the State-ordered closure of their businesses; and

WHEREAS, the City of Tenino, having issued wooden scrip in 1932 as a medium of exchange under conditions similar to the conditions caused by the “Stay Home – Stay Healthy” Order, has a precedent from which to draw upon for the relief of individual Citizens; and

WHEREAS, the wooden scrip under consideration would only be made available to those Citizens who have established residency within the City of Tenino; and

WHEREAS, only those Citizens who can demonstrate the need for City assistance is directly related to the COVID-19 emergency; and

WHEREAS, the wooden scrip under consideration would only be able to be redeemed once, and then only by businesses located within the Tenino City Limits; and

WHEREAS, the City Council of the City of Tenino finds that the issuance of wooden scrip to Citizens of the City in need of financial assistance, and redemption of such scrip by businesses within the City serves the fundamental purpose of protecting the public welfare by ensuring continuity of commerce and is necessary for the support of the poor and infirm, who are those hardest hit by both COVID-19 and the response to it.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TENINO, WASHINGTON, that the City of Tenino will fund the issuance of wooden scrip in an amount not to exceed \$10,000.00 (exclusive of the costs of producing such scrip and the administrative costs of managing the program) as follows:

Section 1. This Ordinance repeals and replaces Ordinance 910, adopted on April 28, 2020.

Section 2. The specifications for the manufacture of the scrip and program guidance for grant implementation are spelled out at Exhibit I, attached hereto, made part hereof, and incorporated herein by reference.

Section 3. The Clerk/Treasurer is hereby directed to amend the City’s 2020 Municipal Budget to include this \$10,000.00 grant and may, at his discretion, utilize monies from the General Fund (Fund 001) or Contingency Fund (Fund 109) for this purpose.

Section 4. Due to the emergent nature of this action, a second reading of this ordinance is not required.

Section 5. This ordinance will be in effect five days after publication as required by law.

ADOPTED by the City Council of the City of Tenino, Washington, and **APPROVED** by its Mayor, at a Special open public meeting thereof this 20th day of May, 2020.

Wayne Fournier, Mayor

Attest:

John Millard, City Clerk-Treasurer

Approved as to form:

Richard L. Hughes, City Attorney

The Tenino COVID-19 Recovery Grant Program

1. Legislative Findings and Intent.

A. Findings. The City Council of the City of Tenino finds:

- i. The economic downturn resulting from the application of COVID-19 emergency measures at the national, state, and local level has had an unacceptable negative impact on individual Citizens within the Tenino City Limits, the Tenino Business Community, and the City’s own Economic Development efforts.
- ii. The Citizens of the City of Tenino themselves are in best position to determine where the proceeds of this grant program will be most effective in ameliorating the effects of the COVID-19 emergency relative to their own unique circumstances.
- iii. Any monies, but especially those that derive from the payment of taxes to the government, spent at businesses located within the Tenino City Limits is beneficial to the entire City and all of its Citizens.

B. Intent. Through this program, the City Council intends to provide relief on an individual basis by providing a means of directly augmenting the income of those Citizens most adversely impacted by this economic downturn, while simultaneously supporting the Tenino Business Community generally by requiring the proceeds of these grant funds be spent either within the Tenino City Limits, thereby achieving a primary goal of the City’s Economic Development Program, or by a credit to a Citizen’s utility account.

2. General program description and duration.

Tenino’s COVID-19 Recovery Grant Program is based on Tenino’s response to the economic downturn referred to as “The Great Depression” of the 1930’s. The goal is to provide economic relief to those Citizens of Tenino who can prove economic hardship as a direct result of the COVID-19 emergency, and to Tenino businesses, through the use of wooden scrip of \$25 dollar denomination which can be redeemed only by participating businesses within the Tenino City Limits. Citizens may also elect to receive a credit on their City utility account, or a combination of both a credit and scrip. This program will be in effect until 90 days after the emergency is declared to have ended by the Mayor.

3. The Scrip.

A. Manufacture. The South Thurston Historical Society will produce the scrip from custom materials provided by the Tenino Depot Museum using equipment available only at the Tenino Depot Museum.

- i. The scrip will be serially numbered by the Clerk/Treasurer after printing.

EXHIBIT 1 TO ORDINANCE 910

ii. The City of Tenino shall reimburse the South Thurston Historical Society for all expenses incurred in the manufacture of the scrip.

B. Denomination. Scrip will only be produced in denominations of \$25.

C. Amount. The City will guarantee scrip redemption in an amount not to exceed \$10,000.00. The Clerk/Treasurer shall keep a log, by serial number, of each individual scrip. The inventory log is shown at Tab A to this Exhibit. The Clerk/Treasurer shall inventory scrip:

- i. When first received.
- ii. When issued.
- iii. When redeemed.
- iv. On a weekly basis, for any scrip that is on-hand, but unissued.

D. Storage. Scrip shall be stored within the City’s vault until it is issued.

E. Authentication. To be valid for redemption, each scrip must be signed by the Mayor of the City of Tenino and countersigned by the Clerk/Treasurer of the City of Tenino. No scrip will be authenticated until the Clerk/Treasurer has been presented with a Certificate of Eligibility for award of a grant.

F. Scrip will be issued only to the bearer of a Certificate of Eligibility.

- i. Certificates of Eligibility will be serially numbered and must be requested from the City. An example Certificate of Eligibility is shown at Tab B to this Exhibit.
- ii. Only a Citizen of the City of Tenino may request a Certificate of Eligibility. For the purposes of this grant, “Citizen of Tenino” means a natural person who has an active sewer or water utility account with the City. The request will be made on a form provided by the City as shown at Tab C to this Exhibit.

G. Expiration. Scrip that has been issued, but not redeemed, within the 90 day period after the declared end of the COVID-19 emergency will not be honored. Scrip that has not been assigned a serial number will not be honored.

4. Award.

A. Eligibility. Grant eligibility is based solely on two criteria, both of which must be met in order to receive a Certificate of Eligibility

- i. The potential grantee must actually reside within the Tenino City Limits.

EXHIBIT 1 TO ORDINANCE 910

ii. The potential grantee must demonstrate that the need for the grant is directly related to COVID-19. Proof will consist of a completed COVID-19 Recovery Grant Application form that is accompanied by at least one of the forms of substantiating documentation described in the application. Applications that have not been signed by the requestor, or which are not accompanied by substantiating documentation, are deemed incomplete and will not be accepted for consideration. Grant applications are shown at Tab C to this Exhibit.

B. Approval. Upon receipt of a signed application that is accompanied by the required substantiating documents:

i. The Utility Clerk will verify the requestor meets the Citizenship Requirement and, if so, will affix her or his signature to the application. If not, the requester will be notified they do not meet eligibility requirements and the request will be returned.

ii. The Court Clerk will verify the requestor meets the Need Requirement and, if so, will affix her or his signature to the application and the request will be deemed valid. If not, the requester will be notified they do not meet eligibility requirements and the request will be returned.

iii. Upon receiving a valid request, the Clerk/Treasurer will complete a Certificate of Eligibility, obtain the signatures of the Utility Clerk and Court Clerk, and affix an impressed City Seal. Once the Certificate of Eligibility has been prepared, the Clerk/Treasurer will then proceed to prepare the scrip for issue as described in paragraph 5, below.

C. Amount. The amount awarded to any applicant shall be determined according to the schedule as shown on the application. The grant recipient may elect to receive either the total grant amount in the form of wooden scrip, or the total grant amount in the form of a credit to their City of Tenino utility account, or some combination of scrip and credit not to exceed the amount shown on the application.

D. Limitations on Award. Because the duration of the COVID-19 is unknown, and therefore, the extent of the financial hardship resulting from the emergency cannot be predicted with certainty, and because the grant funds are limited, no grant recipient may receive more than \$300 in scrip or credit on account per month. There is no limitation on how many times a single recipient may be awarded a grant (provided that a new grant request must be submitted and result in the issuance of a new Certificate of Eligibility.) All grants are processed on a “first-come, first-served” basis until the program is terminated or all grant funds have been expended.

5. Issue. Upon presentation of a valid Certificate of Eligibility, the Clerk/Treasurer will prepare the scrip for issue by:

EXHIBIT 1 TO ORDINANCE 910

A. Recording the issue of scrip, by serial number, on the inventory log kept for that purpose, and noting the serial number of the Certificate of Eligibility for which the scrip has been drawn.

B. The Clerk/Treasurer shall then indicate the serial numbers of the scrip being issued on the Certificate of Eligibility.

C. Obtaining the signature of the Mayor and then affixing his or her own signature as countersign on as many scrip as necessary up to the amount indicated on the Certificate of Eligibility.

D. The bearer of the Certificate of Eligibility shall indicate receipt of the script by signing the Inventory Log kept for this purpose. A copy of the signed Certificate will be retained by the Clerk/Treasurer and the original shall be given to the holder of the scrip as proof of eligibility.

E. The Clerk/Treasurer shall keep all copies of Certificates of Eligibility with the Inventory Log and make both available for inspection in accordance with the Public Records Act (42.56 RCW).

F. Grant recipients may elect to receive a credit on their City of Tenino utility account either in lieu of wooden scrip, or in combination with an amount of scrip not to exceed the value established in the

6. Redemption.

A. Scrip may be redeemed by any business within the Tenino City Limits who has agreed to participate with the terms of the Grant Program. Agreement is indicated by the submission of a signed Recovery Grant Participation Agreement as shown at Tab D to this Exhibit.

B. Scrip may be used to purchase anything sold by a participating business except:

- i. Alcoholic beverages of any kind.
- ii. Cannabis products of any kind.
- iii. Tobacco products of any kind.
- iv. Personal services, unless those services are provided by a licensed or certified:
 - Auto Repair Facility or Technician;
 - Barber;
 - Child Care Facility or Provider;
 - Contractor;
 - Cosmetician;

EXHIBIT 1 TO ORDINANCE 910

- Accountant, Architect, Doctor, Engineer, Lawyer, Surveyor; or
- Information Technology Service Provider

C. Grant recipients are responsible for the payment of any taxes or fees that apply to any transaction for which scrip is to be redeemed, whether the transaction involves the use of scrip alone, or in conjunction with cash, check, or credit card.

D. Change. The scrip has no cash value. No scrip may be exchanged solely for cash. When scrip is tendered for payment, businesses may not issue change, whether by cash, check, or the extension of credit, in an amount that exceeds \$0.99.

E. Participating merchants may submit a COVID-19 Recovery Grant Reimbursement Request twice each month corresponding with the City’s Accounts Payable cycle. Reimbursement requests are shown at Tab E to this Exhibit.

- i. The due date for submitting the first batch is the close of business on the Friday before the first regularly scheduled City Council meeting in any given month.
- ii. The due date for the second batch is the close of business on the Friday before the second regularly scheduled City Council meeting in any given month.
- iii. The City shall remit payment by issuing a Voucher and Check corresponding to each reimbursement request for the amount of scrip returned to the City at the close of each Accounts Payable cycle.
- iv. The Clerk/Treasurer shall stamp each redeemed scrip with the word “REDEEMED” on the reverse of each scrip actually redeemed and shall indicate the scrip was redeemed by entering a “Y” in the redemption column of the inventory log.
- v. Redeemed scrip will be donated to the Tenino Depot Museum for use in its marketing and advertising campaigns.
- vi. Upon termination of this program, for whatever reason, the Clerk/Treasurer shall inventory the unissued scrip and preserve them for future use or other disposition that the City Council may direct.

F. Duration. The City will honor scrip until such time, at its sole discretion, the adverse economic effects of the COVID-19 Emergency policies and procedures have abated. Provided, however, that the City shall not terminate, or otherwise suspend the provisions of this Ordinance, without providing at least 15 days prior written notice to all program participants.

7. Recordkeeping. The City’s Public Records Officer shall maintain all records created in furtherance of this program according to the most recent Retention Schedule published by the

5.

EXHIBIT 1 TO ORDINANCE 910

Office of the State Archivist and shall make such records available in accordance with the Public Records Act (42.56 RCW).

TENINO COVID-19 RECOVERY GRANT PROGRAM
CERTIFICATE OF ELIGIBILITY

TO ALL WHO SHALL SEE THESE PRESENTS, GREETINGS

(NAME OF GRANTEE)

Having demonstrated residency and need as required by City of Tenino Ordinance 910,
this certificate attests to the right of the above named bearer, or a family member, to
redeem City of Tenino COVID-19 Recovery Scrip serial numbers

XXXXX-XXXX through XXXXXX-XXXX, inclusive.

Dated this XX Day of XXXXX, 2020

Certificate Number: XXX-XXXX-XXXX

SEAL

Utility Clerk

Court Clerk

5.

**CITY OF TENINO
APPLICATION FOR AWARD OF
CITY OF TENINO COVID-19 RECOVERY GRANT**

This application is for A City of Tenino COVID-19 Recovery Grant. This program is in effect until further notice. The City will determine, at its sole discretion, whether the applicant qualifies for this form of hardship assistance. By accepting this grant, applicant agrees to abide by the terms and conditions of the grant program in accordance with City of Tenino Ordinance 910, including Exhibit 1 thereto. Once approved, applicants are entitled to no more than \$300 per month and must requalify for additional grants. Applicant acknowledge that grant applications and related documents may be subject to the Washington Public Records Act, RCW 42.56 and should consider this when deciding whether to apply for this assistance. The City may discontinue this program at any time.

COVID-19 Hardship: To be eligible, you must demonstrate household loss of income as a result of the COVID-19 pandemic. Proof of hardship can be in the form of unemployment enrollment subsequent to March 15, 2020, notice from employer stating reduction in hours, and/or any form supporting loss of income that, at the City’s sole discretion, adequately shows a relationship to the COVID-19 pandemic. Applicant must show that they are responsible, either as a landlord or as a tenant, for payment of a City of Tenino utility account (either water, sewer, or both). “Income” is considered money received from all sources, including wages, social security payments, interest, dividends, rents, royalties, welfare payments, rent subsidies, disability payments, retirement plans or any other source. If you qualify for grant award, you will receive a Certificate of Eligibility according to the schedule listed below. Proof of income is required.

**PERSONS IN
HOUSEHOLD**

MONTHLY HOUSEHOLD POVERTY GUIDELINES

	<u>100%</u>	<u>133%</u>	<u>150%</u>	<u>200%</u>
1	1,063	1,414	1,595	2,127
2	1,437	1,911	2,155	2,873
3	1,810	2,407	2,715	3,620
4 or more	2,183	2,904	3,275	4,367
Maximum Grant Award	\$300	\$250	\$200	\$150

Name _____

Address _____

Phone Number _____

Utility Account Number _____

Total 2020 Monthly Household Income

Pre-Pandemic _____ Post-Pandemic _____

Number in Household _____

Special conditions for consideration: _____

I hereby certify that the above information is true and correct to the best of my knowledge. I agree to provide the documentation listed above to the City of Tenino. I understand that the grant will be awarded in accordance with the above schedule and is for use only within the City of Tenino. I further understand that the grant may be applied as a credit on my account and I am responsible for any amounts remaining after application of the credit.

Signature

Date

**CITY OF TENINO
COVID-19 RECOVERY GRANT
PROGRAM PARTICIPATION AGREEMENT**

This agreement to participate in the City of Tenino COVID-19 Recovery Grant Program is made by and between the City of Tenino, a Washington Municipal Corporation (City), and _____, a business licensed by the State of Washington and the City of Tenino to do business within the Tenino City Limits (Merchant) (collectively, “the Parties”).

Effective on the date last written, below, the parties agree:

1. To abide by all terms and conditions as provided in Ordinance 910, along with Exhibit 1 and Tabs A-E inclusive, including, but not limited to:

A. Accepting City of Tenino COVID-19 Recovery Grant Scrip as valid payment for any product or service normally provided by Merchant. Provided, however, that Merchant shall not accept scrip in payment for:

- i. Alcoholic beverages.
- ii. Cannabis products.
- iii. Tobacco products.
- iv. Personal services, except services provided by licensed or certified and including, but not limited to:
 - Barbers
 - Cosmetologists
 - Accountants, Architects, Doctors, Engineers, Lawyers, Surveyors; or
 - Information Technology Service Providers.

B. Verifying that the bearer of the scrip is an authorized grant recipient by comparing the scrip serial numbers being tendered match the serial numbers shown on the Certificate of Eligibility. Merchant shall not honor scrip that cannot be so verified.

C. Ensuring the collection of any taxes or fees imposed by any governmental agency during the transaction.

D. Prohibiting the exchanging of scrip for cash or tendering more than \$0.99 in change for any transaction involving the use of scrip.

E. Redeeming scrip no more than twice per month.

2. Authentication:

For City:

For Merchant:

Wayne Fournier
Mayor

Authorized Representative
Title

Date

Date

Item Attachment Documents:

This executive session is to be held under the provisions of RCW 42.30.110 (1) (a) (ii), To consider, if in compliance with any required data security breach disclosure under RCW **19.255.010** and **42.56.590**, and with legal counsel available, information regarding the infrastructure and security of computer and telecommunications networks, security and service recovery plans, security risk assessments and security test results to the extent that they identify specific system vulnerabilities, and other information that if made public may increase the risk to the confidentiality, integrity, or availability of agency security or to information technology infrastructure or assets.

The session will not begin until all other business has been conducted and will last approximately 30-45 minutes. No "final action" (as that term is defined by RCW 42.30.020) shall be taken.

1. Automated Clearinghouse (ACH) Transactions.

- a. Automated Clearinghouse (ACH) transactions are increasingly becoming the preferred method of bill payment and are the next logical progression from wire transfers.
- b. With the advent of ACH transactions, there has been a corresponding rise in fraudulent transactions.
- c. ACH/Wire Transfer fraud occurs when employees are deceived by fraudulent vendors to wire/ACH to bank accounts that are controlled by the fraudulent actor(s).
 - i. They use language that might be specific to the person or the company they are targeting and then request a fraudulent ACH/wire transfer using dollar amounts that would not be out of the ordinary based on the vendor.
 - ii. These cybercriminals use phishing emails to gain access to email accounts, then leverage trusted relationships between individuals who authorize wire transfers/ACH transactions and those who send them out.
- d. To prevent ACH/Wire Transfer fraud, the following practices shall be employed by all employees granted ACH/Wire Transfer privileges:
 - i. Always verify the authenticity of each wire transfer request. Call the person, using a number you have previously called — not one from the current wire transfer request! — to verbally verify it
 - ii. A call-back verification process must be used when setting up payment instructions for a new vendor or making changes to payment instructions for an existing vendor
 - iii. Implement dual control and segregation of duties. The Clerk/Treasurer should never be the primary source of ACH/Wire Transfer transactions; however, whenever the Clerk/Treasurer must make such transactions, the Utility Clerk or the Court Clerk must review each transaction.