



**TOPPENISH CITY COUNCIL
REGULAR MEETING AGENDA
SEPTEMBER 25, 2023 – 7:00 P.M.**

TELEVISED LIVE ON MIDVALLEY TELEVISION
SPECTRUM CABLE CHANNEL 194

1. REGULAR SESSION CALL TO ORDER

Pledge of Allegiance/Roll Call/Welcome

2. APPROVE AGENDA

3. PUBLIC COMMENT

The City Council welcomes public attendance at Council meetings. This meeting is for the conduct of regular City business. At this time, citizen comments and inquiries about agenda business or general City matters are encouraged. If you wish to address the City Council, please stand or raise a hand so you can be called upon. After you are recognized, please come forward to the lectern, state your name, and address for the public record. Your remarks must be limited to three minutes or less. Please use the microphone.

4. CONSENT AGENDA

All matters on the consent agenda have been provided to each Councilmember for review and are considered to be routine or have been previously discussed and will be adopted by one motion and vote without discussion. However, if a Councilmember desires, any item on this agenda will be discussed before any action is taken on it.

- a. Approve Minutes of the September 11, 2023, Regular Meeting
- b. Approve Payroll Checks Numbers 36396 through 36400 and Electronic Transfers EFTPR3072-EFTPR3081 in the total amount of \$216,704.30 dated September 22, 2023
- c. Approve Claims Checks Numbers 97731 through 97806 and Electronic Transfer EFTAP356 in the total amount of \$1,662,395.19 dated September 25, 2023, and void Check Number NR97711

5. NEW BUSINESS

- a. AB 23-061 [Proposed] Resolution 2023-37, Approve Agreement with Yakima County for the American Rescue Plan, Coronavirus State and Local Fiscal Records Funds Award to Purchase Flock Safety Cameras
- b. AB 23-062 [Proposed] Resolution 2023-38, Authorize City Manager or Designee, to Submit Grant Application to Recreation and Conservation Office for Deferred Maintenance for City Pool
- c. AB 23-063 [Proposed] Resolution 2023-39, Approve Addendum to Janitorial Contract with Intermountain Cleaning Services
- d. AB 23-064 [Proposed] Resolution 2023-40, Approve Purchase of Server Replacements for City Hall and Police Department

6. COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

7. CITY MANAGER REPORT

8. INTERVIEW COUNCIL CANDIDATE

9. EXECUTIVE SESSION

Purpose: To evaluate the qualifications of a candidate for appointment to fill the City Council vacancy [RCW 42.30.110(1)(h)]

Time: 15 minutes

Action: Anticipated action

City Council meetings are accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (509) 865-6754, 24 hours in advance.

- 10. SELECT NEW COUNCILMEMBER BY MAJORITY ROLL-CALL VOTE**
- 11. CITY CLERK TO ADMINISTER OATH OF OFFICE**
- 12. ADJOURNMENT**

NEXT COUNCIL MEETING WILL BE HELD ON OCTOBER 2, 2023

**TOPPENISH CITY COUNCIL
Regular Meeting Minutes
September 11, 2023**

Mayor Saavedra called the meeting to order at 7:00 p.m.

ROLL CALL

Attendees: Mayor Elpidia Saavedra and Councilmembers Loren Belton, Naila Duval, George Garcia, and Kyle Pettit
Absent: Councilmember Juan Ceja
Staff: City Manager Debbie Zabell (CM Zabell), City Attorney Gary Cuillier, Assistant City Manager/Public Works Director Dan Ford, Chief of Police John Clary, Fire Chief Tim Smith, City Clerk Heidi Riojas (CC Riojas), and Community Television Manager Sean Davido

CC Riojas conducted roll call for each City Councilmember to respond their attendance at the meeting. Mayor Saavedra and Councilmembers Belton, Duval, Garcia, and Pettit responded their attendance during roll call. Councilmember Ceja was not present at the meeting.

APPROVE AGENDA

Councilmember Pettit moved, seconded by Councilmember Duval to approve the September 11, 2023, Agenda. Motion carried unanimously.

PUBLIC COMMENT

None

CONSENT AGENDA

Councilmember Belton moved, seconded by Councilmember Duval to approve Consent Agenda items a through d:

- a. Approve Minutes of the August 28, 2023, Regular Meeting
- b. Approve Minutes of the September 6, 2023, Special Meeting
- c. Approve Payroll Checks Numbers 36374 through 36395 and Electronic Transfers EFTPR3053-EFTPR3071 in the total amount of \$266,202.32 dated September 8, 2023, and void EFTPR3023
- d. Approve Claims Checks Numbers 97674 through 97730 and Electronic Transfers EFTAP351-EFTAP355 in the total amount of \$334,432.11 dated September 11, 2023

Motion carried unanimously.

NEW BUSINESS

Set September 16, 2023, as the date for a Special Meeting for a Council Planning Session.

Councilmember Belton moved, seconded by Councilmember Duval to Set September 16, 2023, as the Date for a Special Meeting for a Council Planning Session. Motion carried unanimously.

Set November 27, 2023, as the date for a Public Hearing Regarding Revenue Sources and 2024 Property Tax Levy.

Councilmember Belton moved, seconded by Councilmember Pettit to Set November 27, 2023, as the Date for a Public Hearing Regarding Revenue Sources and 2024 Property Tax Levy. Motion carried unanimously.

Set December 4, 2023, as the date for a Public Hearing for the Proposed 2024 Preliminary Budget.

Councilmember Duval moved, seconded by Councilmember Belton to Set December 4, 2023, as the Date for a Public Hearing for the Proposed 2024 Preliminary Budget. Motion carried unanimously.

Set December 11, 2023, as the date for a Public Hearing for the Proposed 2024 Final Budget.

Councilmember Pettit moved, seconded by Councilmember Garcia to Set December 11, 2023, as the Date for a Public Hearing for the Proposed 2024 Final Budget. Motion carried unanimously.

COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

Councilmember Belton reported his attendance at the retirement celebration for Barry Gatlin on August 31, 2023. He also reminded the public to never forget the terrorist attack that occurred 12 years ago on September 11, 2001.

Councilmember Pettit had nothing to report.

Councilmember Duval reported her attendance at the Town Hall meeting on September 5, 2023, hosted by Representative Mosbrucker on the opioid crisis to gather representatives from the State, County, City, and Yakama Nation to receive comments from the community.

Councilmember Garcia reported his attendance at the retirement celebration for Barry Gatlin on August 31, 2023.

Mayor Saavedra spoke in remembrance of those lives lost during the terrorist attacks on September 11, 2001. In addition, Mayor Saavedra reported her attendance at the Town Hall meeting hosted by Representative Mosbrucker, along with Representative Corry, Yakima County Commissioner Linde, Yakama Nation, City staff, and Toppenish hospital representatives to listen to the community members impacted by the opioid crisis.

CITY MANAGER REPORT

CM Zabell updated Council on the following:

- First Friday Freebie Movie in the Park on September 8, 2023, coordinated by Activities Program Manager Goodale

EXECUTIVE SESSION

At 7:15 p.m., Mayor Saavedra called for the Council to go into Executive Session to review of a public employee. The approximate time for the Executive Session is 15 minutes with no action.

At 7:30 p.m., Mayor Saavedra reconvened the meeting back to order. Mayor Saavedra announced there will be no action.

ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 7:30 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

Payroll Check Register

Payroll for Period: 9/01 - 9/15/2023

Fund Number	Description	Amount
001-000-011	Legislative	\$410.39
001-000-013	Executive	\$5,454.32
001-000-014	Finance, Record	\$11,279.36
001-000-018	Central Services, Personnel Services	\$12,610.03
001-000-021	Law Enforcement	\$52,113.93
001-000-022	Fire Services	\$29,106.89
001-000-024	Protective Inspections	\$3,814.72
001-000-058	Planning and Community Development	\$1,665.43
001-000-071	Recreational Services	\$1,624.77
001-000-076	Pool, Park Facilities	\$12,163.00
030-000-021	Criminal Justice Fund	\$26,356.48
050-000-000	Special Projects Fund	\$1,707.87
071-000-071	Recreation	\$1,328.89
101-000-000	Street Fund	\$6,896.94
108-000-000	Cemetery Fund	\$4,779.19
157-000-000	Cable TV Fund	\$3,695.80
401-000-000	Water Fund	\$14,931.18
403-000-000	Wastewater Fund	\$17,815.50
405-000-000	Solid Waste Fund	<u>\$8,949.61</u>
	Grand Total	\$216,704.30

Payroll Checks

Payroll Checks 36396 - 36400, Electronic Transfers EFTPR3072 - EFTPR3081

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Toppenish, and that I am authorized to authenticate and certify to said claim.


City Manager

September 22, 2023
Date

Accounts Payable Check Register

September 25, 2023

Number	Vendor Name	Account Description	Amount
97731	Katie Goodale	Travel	\$103.00
97732	Oswalt, Trevor	Travel	\$163.00
97733	Dale Northrup	Travel	\$163.00
97734	Pacific Alliance Title	Sewer Sales Residential	\$95.71
		Solid Waste Services	\$27.05
		Water Sales Residential	\$85.30
		Check Total:	\$208.06
97735	Pacific Alliance Title	Sewer Sales Residential	\$60.85
		Solid Waste Services	\$17.20
		Water Sales Residential	\$54.24
		Check Total:	\$132.29
97736	ADT Security Services, Inc.	Alarm Monitoring - % PW Shop	\$25.09
		Alarm Monitoring - 50% Rec Building	\$25.09
		Check Total:	\$50.18
97737	Alba Enterprises	Professional Services - Interpreting/Translation Services	\$200.00
97738	Amazon Capital Services	Capital Improvements - Temporary Police Building	\$225.45
		Office & Operating Supplies	\$32.39
		Operating/Maintenance Supplies - General	\$100.41
		Small Tools & Minor Equipment	(\$37.12)
		Check Total:	\$321.13
97739	Aramark	Rentals	\$32.38
97740	CDW Government	Capital Improvements - Temporary Police Building	\$304.69
97741	CenturyLink	Telephone	\$47.43
97742	Chandler Distributing Co. Inc.	Fuel Vehicles	\$1,161.88
97743	Charter Communications	Internet	\$615.00
97744	Cintas Corporation #605	Rentals	\$19.04
		Uniform Cleaning	\$320.32
		Check Total:	\$339.36
97745	City of Sunnyside - Finance Dept.	Counsel for Indigents	\$15,273.96
		Court Services	\$15,273.96
		Check Total:	\$30,547.92
97746	Coastal Farm and Home Supply	Personal Protective Equipment	\$138.61
97747	Code Publishing, LLC	Codification Services	\$456.84
97748	Columbia Cleaners	Professional Services	\$41.31
		Uniform Cleaning	\$122.40
		Check Total:	\$163.71
97749	Corporate Billing, LLC	Repair & Maintenance - Vehicles	\$6,694.29
97750	Department of Licensing	Weapon Permit - DOL License	\$18.00
97751	DeVries Business Records Management, Inc.	Professional Services	\$23.02
97752	Duo - Safety Ladder Corporation	Service Repair/Maintenance Equipment	\$54.65
97753	Elwood Staffing Services, Inc.	Professional Services	\$3,641.77

Number	Vendor Name	Account Description	Amount
		Professional Services - Seasonal Help	\$1,876.05
		Check Total:	\$5,517.82
97754	Federal Express Corporation	Postage	\$16.27
97755	Finley, Linda	Service Repair/Maintenance Equipment	\$11.33
97756	Fry, Dana	Professional Services	\$52.00
97757	Fry, Gloria	Professional Services	\$105.00
97758	Gatlin, Barry	Employee Longevity	\$1,360.00
97759	H.D. Fowler Co., Inc.	Water Service Supplies	\$1,896.39
97760	HLA Engineering and Land Surveying, Inc.	2022 Water Meter Replacement Project - Engineering	\$823.50
		Jackson Street - Eng Services	\$1,868.91
		Jackson-Juniper - Eng Services	\$11,753.00
		Professional Services	\$4,017.75
		Professional Services - Capital	\$1,561.00
		Check Total:	\$20,024.16
97761	Howard's Tire Factory Inc	Repair & Maintenance - Vehicles	\$247.32
		Service Repair/Maintenance Vehicles	\$1,559.63
		Check Total:	\$1,806.95
97762	Intermountain Cleaning Service, Inc.	Janitorial Services - Police Department	\$1,315.00
		Operating/Maint. Supplies	\$166.31
		Operating/Maintenance Supplies - General	\$100.72
		Professional Services	\$3,601.00
		Check Total:	\$5,183.03
97763	Johnson Controls Security Solutions LLC	Alarm Monitoring	\$811.72
97764	Law Office of Gary M. Cuillier	Legal Services	\$216.99
		Legal Services - City Attorney	\$3,469.01
		Check Total:	\$3,686.00
97765	Mansfield Alarm Co. Inc.	Alarm Monitoring - City Hall	\$178.21
97766	Masters Telecom LLC	Telephone	\$17.90
97767	Menke Jackson Beyer, LLP	Legal Services	\$391.00
97768	Miller & Team Heating & AC	Service Repair/Maintenance City Hall	\$264.60
97769	MPH Industries, Inc.	Capital Purchase - Police Vehicle	\$67.29
97770	Mueller Systems, LLC	2022 Water Meter Replacement Project - Installation	\$367,389.59
97771	Northwest Code Professionals	Professional Services	\$3,272.56
97772	O.L. Luther Co., Inc.	Operating/Maintenance Supplies - General	\$1,910.25
97773	ODP Business Solutions, LLC	Capital Improvements - Temporary Police Building	\$604.73
		Office & Operating Supplies	\$896.11
		Operating/Maint. Supplies	\$44.80
		Operating/Maintenance Supplies - General	\$44.80
		Check Total:	\$1,590.44
97774	One Call Concepts, Inc.	Professional Services	\$23.54
97775	O'Reilly Auto Parts	Operating/Maintenance Supplies - General	\$18.34
97776	Orkin, LLC	Service/Maintenance Agreements	\$90.72
97777	Oxarc, Inc.	Chemicals	\$18.14
		Operating/Maintenance Supplies - General	\$40.37
		Water Service Supplies	\$98.11

Number	Vendor Name	Account Description	Amount
		Check Total:	\$156.62
97778	Pacific Office Automation	Photocopies	\$145.37
		Rentals	\$14.81
		Check Total:	\$160.18
97779	Pacific Office Automation	Rentals	\$465.49
97780	Pacific Power & Light Co.	Electricity	\$8,619.74
		Electricity - Cemetery	\$359.44
		Electricity - Parks	\$728.38
		Electricity - Street Lights	\$4,812.77
		Electricity - Traffic Signals	\$241.58
		Lift Station Electricity	\$371.19
		WWTP Electricity	\$6,431.47
		Check Total:	\$21,564.57
97781	Precision Ag Repair Inc.	Operating/Maintenance Supplies - Vehicles	\$127.19
97782	Prothman	Professional Services	\$283.30
97783	Public Safety Psychological Services	Pre-Employment Services	\$600.00
97784	Rathbun Iron Works, Inc.	Service Repair/Maintenance Equipment	\$46.16
97785	Sageland Strategic, LLC	Professional Services	\$7,050.00
97786	Sean Davido	Miscellaneous Fees & Charges	\$48.32
97787	Standard Paint & Flooring LLC	Operating/Maintenance Supplies - Traffic Control Devices	\$44.70
97788	Sunnyside Sun Media LLC	Advertising	\$255.76
		Professional Services	\$58.13
		Check Total:	\$313.89
97789	The Healthy Worker	Pre-Employment Services	\$99.00
		Professional Services	\$120.00
		Check Total:	\$219.00
97790	TransUnion Risk and Alternative Data Solutions, Inc.	Professional Services	\$129.60
97791	True North Equipment	Capital Purchase - Equipment	\$596,162.00
97792	U.S. Bank Safekeeping	Banking Fees & Charges	\$26.00
97793	United Rentals Northwest	Rentals	\$1,218.69
97794	Valley Wide Cooperative, Inc.	Leases	\$2,300.00
97795	Verizon Wireless	Small Tools & Minor Equipment	\$25.53
		Telephone	\$6,055.84
		Telephone - Utility Billing	\$42.21
		Check Total:	\$6,123.58
97796	Vision Municipal Solutions, LLC	Professional Services	\$539.48
97797	WA Department of Health	IG Loan Interest - DWSRF #DM12-952-104 - 2013 Water Sys. limp	\$6,535.38
		IG Loan Interest - DWSRF#03-65103-051 - Telemetry	\$71.00
		IG Loan Interest - DWSRF#DM07-952-031 - Well #9	\$14,232.12
		IG Loan Interest: DWSRF#DM12-952-104	\$13,051.62
		IG Loan Principal - DWSRF #DM12-952-104 (2013 Water Imp)	\$59,412.57
		IG Loan Principal - DWSRF#DM07-952-031- Well #9	\$178,878.83

Number	Vendor Name	Account Description	Amount
		IG Loan Principal - DWSRF#DM12-952-104-2013 Water Sys. Impr.	\$81,572.62
		IG Loan Principal -DWSRF#03-65103-051 - Telemetry	\$7,099.71
		Intergovernmental Loan Interest - PWTF #6	\$21,108.80
		Intergovernmental Loan Principal - PWTF #6	\$175,906.65
		Check Total:	\$557,869.30
97798	Washington Recreation & Park Association	Memberships- Registrations - Subscriptions	\$249.00
97799	Washington State Auditor's Office	Accounting & Auditing Services	\$5,444.25
97800	Weinmann, Gene E.	Office & Operating Supplies	\$4.28
		Professional Services	\$1,800.00
		Check Total:	\$1,804.28
97801	Wells Fargo Vendor Fin Serv	Rentals	\$368.41
97802	Wells Fargo Vendor Fin Serv	Rentals	\$227.53
97803	Yakima Co. Fire Commissioners Association	Memberships- Registrations - Subscriptions	\$50.00
97804	Yakima County Financial Services	2% Alcohol Distribution	\$668.39
97805	Yakima County GIS	IT Services - Community Dev	\$70.00
97806	Yakima Herald Republic	Advertising	\$276.08
EFTAP356	Pitney Bowes Global Financial Services	Rentals	\$505.98
NR97711	Pacific Alliance Title	Sewer Sales Residential	(\$156.56)
		Solid Waste Services	(\$44.25)
		Water Sales Residential	(\$139.54)
		Check Total:	(\$340.35)
Grand Total			\$1,662,395.19

Accounts Payable Checks 97731-97806, EFTAP356, and Voided Check NR97711.

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Toppenish, and that I am authorized to authenticate and certify to said claim.



On Behalf of Administrative Services Director

September 21, 2023



**CITY OF TOPPENISH
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 23-061**

**Agenda Item
5a**

Meeting Date: September 25, 2023

Subject: Yakima County ARPA Agreement for Flock Cameras

Attachments: Resolution 2023-37, Agreement No. 38230 between Yakima County and City of Toppenish in conjunction with the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds Award

Prepared by: Linda Finley, Assistant to the Chief of Police

Presented by: John Clary, Chief of Police

Approved For Agenda By: Debbie Zabell, City Manager

Discussion:

On March 3, 2023, Yakima County notified the City that \$80,028.00 would be awarded for the installation and one-year lease of 26 Flock Safety Cameras through the Yakima County's American Rescue Plan Act Recovery (ARPA) grant.

At the March 27, 2023, Regular Council Meeting, the Council authorized the staff to order the 26 FLOCK cameras as requested on AB 23-020, with the provision that the order could be cancelled, and that no purchase was to be made until the City received the Yakima County ARPA Grant Award Interlocal Agreement (ILA) as a result of an anticipated increase of annual costs per camera and permitting which was scheduled to take effect on April 1, 2023.

On August 29, 2023, Yakima County sent the ARPA Grant Award Interlocal Agreement for the awarded amount of \$80,028.00 for installation and 1 year lease of 26 Flock Safety Cameras.

Staff requesting the City Council to authorize the City Manager to sign the ILA with Yakima County for the awarded ARPA funds grant for the installation and 1-year lease of 26 Flock Safety cameras.

Fiscal Impact: 2023: \$80,028.00 to be reimbursed from Yakima County ARPA grant and the ongoing expense of \$70,200 for the camera system

Recommendation: Approve Resolution 2023-37 authorizing the City Manager to sign the interlocal agreement with Yakima County for the grant of ARPA funds

Alternatives: 1) Do not adopt. 2) Forward to Study Session for further review.

RESOLUTION 2023-37

**A RESOLUTION APPROVING AGREEMENT NO. 38230 BETWEEN
YAKIMA COUNTY AND CITY OF TOPPENISH IN CONJUNCTION
WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND
LOCAL FISCAL RECOVERY FUNDS AWARD**

WHEREAS the City has determined there is a need for the use of Flock Safety technology for awareness, prevention, and prosecution of crime to assist law enforcement, and

WHEREAS the City has been awarded \$80,028.00 of the American Rescue Plan, Coronavirus State and Fiscal Local Recovery Funds (ARPA) from Yakima County, and

WHEREAS City of Toppenish Police Department desires access to the Flock Safety Service in order to create, view, search and archive footage and receive notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowner associations, businesses, and individual users, and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON AS FOLLOWS:

The attached Agreement No. 38230 between Yakima County and City of Toppenish in Conjunction with the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds Award for the installation and 1-year lease of 26 Flock Safety cameras and technology is approved and the City Manager is authorized and directed to execute said agreement on behalf of the City.

This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on September 25, 2023.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

**AGREEMENT NO. 38230 BETWEEN YAKIMA COUNTY AND
CITY OF TOPPENISH IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN,
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD**

1 Contracted Firm City of Toppenish 21 W First Ave Toppenish, WA 98948	2. Award Amount \$80,028.00	3. Contractor is a: <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor
4. Contracted Firm Representative Linda Finley linda.finley@cityoftoppenish.us (509)865-1629	5. Yakima County Financial Services Craig Warner, Financial Services Director Yakima County 128 N. 2 nd St Rm 231 Yakima, WA 98901 509-574-1313 craig.warner@co.yakima.wa.us	
6. Yakima County Contract Manager Stefanie Truex, Sr Manager Yakima County 128 N. 2 nd St Rm 231 Yakima, WA 98901 509-574-1504 craig.warner@co.yakima.wa.us	7. Start Date 08/01/2023	
	8. End Date 08/31/2026	
	9. ALN # 21.027 – Coronavirus State and Local Fiscal Recovery Funds	
11. UEI # LWM5PH7ZJFV7	10. Federal Agency: U.S. Department of Treasury	
	12. Contract Number ARPA-38230	
13. Contract Purpose & Description: The American Rescue Plan (ARP) /Coronavirus State and Local Fiscal Recovery Funds (SLFRF) requires that the payments from the Coronavirus State and Local Fiscal Recovery Funds be used to cover expenses: (1) that respond to the COVID-19 public health emergency or its' negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (2) that respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (3) for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent fiscal year prior to the emergency; and (4) that make necessary investments in water, sewer, or broadband infrastructure.		
14. IN WITNESS WHEREOF YAKIMA COUNTY and the AGENCY NAME acknowledge and accept the terms of this AGREEMENT, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this AGREEMENT as of the date below. This AGREEMENT Face Sheet; Statement of Work (Exhibit A); Budget (Exhibit B); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this AGREEMENT. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the parties hereto.		
FOR THE CONTRACTED FIRM: _____ Signature Date Debbie Zabell _____ Name City Manager _____ Title	BOARD OF COUNTY COMMISSIONERS _____ LaDon Linde, Chairman _____ Amanda McKinney, Commissioner _____ Kyle Curtis, Commissioner	
Approved as to Form: _____ Yakima County Deputy Prosecuting Attorney	DATED _____ Agreement Number: _____ Attest: _____ Julie Lawrence, Clerk of the Board	

(FACE SHEET)

WHEREAS, pursuant to the provisions of the Revised Code of Washington (RCW) §36.32.120(6), the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, this AGREEMENT is entered into between the local government ARPA recipient YAKIMA County (herein call COUNTY) and City of Toppenish (herein called FIRM).

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties mutually agree as follows:

SECTION NO. 1: SERVICES

FIRM shall provide those services set forth in the Scope of Work attached hereto as Attachment “A” consisting of one page and is incorporated herein by reference. Services provided by FIRM shall be performed to the standard set by the County Representative, listed on the contract.

SECTION NO. 2: FINANCIAL REQUIREMENTS

FIRM agrees to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this AGREEMENT, and the federal regulations and any executive orders commonly applicable to federal grants.

SECTION NO. 3: TERM

The term of this AGREEMENT shall commence as of the start date on the FACE SHEET and shall terminate on the end date on the FACE SHEET.

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contracted FIRM relationship will be created by this AGREEMENT. FIRM and/or employees, agents or any subrecipient to this contracted FIRM performing under this AGREEMENT are not employees or agents of the COUNTY in any manner whatsoever. FIRM will not be presented as, nor claim to be, an officer or employee of the COUNTY by reason of this AGREEMENT nor will FIRM make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY by reason of this AGREEMENT, including but not limited to, Workmen’s Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

The above section requirements shall not be applicable if the Firm is a Yakima County department.

SECTION NO. 5: COMPLIANCE WITH LAWS

FIRM and the COUNTY agree that all activity pursuant to this AGREEMENT will be in accordance with all applicable current federal, state and local laws, rules and regulations. As a recipient of federal financial assistance under this AGREEMENT, FIRM shall comply with all applicable state and federal statutes, regulations, executive orders and guidelines, including but not limited to the following:

- A. FIRM must comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the ADA 28 CFR Part 35. The ADA provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.
- B. FIRM shall solely comply with any and all applicable federal, state and local laws, regulations, executive orders, OMB Circulars and/or policies and the COUNTY will not be responsible for determining FIRM's compliance. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Person (RCW 70.92), and safety and health regulations.

FIRM shall comply with all applicable federal/state non-discrimination laws, regulations and policies and the COUNTY will not be responsible for determining FIRM's compliance. No person shall on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded in whole or in part, under this AGREEMENT.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by FIRM, the COUNTY may rescind, cancel or terminate the AGREEMENT in whole or in part in its sole discretion. FIRM is responsible for all costs or liability arising from its failure to comply with application laws, regulations, executive orders, OMB Circulars or policies.

SECTION NO. 6: EQUAL OPPORTUNITY TREATMENT FOR FAITH-BASED ORGANIZATIONS

FIRM agrees to comply with the applicable requirements of 28 CFR Part 38.

SECTION NO. 7: NEW CIVIL RIGHTS PROVISION

FIRM shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this AGREEMENT and the COUNTY will not be responsible for determining FIRM's compliance.

SECTION NO. 8: LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

FIRM must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services and the COUNTY will not be responsible for determining FIRM's compliance. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. Department of Homeland Security (DHS) published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

SECTION NO. 9: EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

FIRM will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If FIRM is not required to formulate an EEOP, it will submit a certification to the Office of Civil Rights (OCR) and the COUNTY indicating that it is not required to develop an EEOP and the COUNTY will not be responsible for determining FIRM's compliance.

If FIRM is required to develop an EEOP but not required to submit the EEOP to the OCR, FIRM will certify in writing to the COUNTY that it has an EEOP on file which meets the applicable requirements. If FIRM is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and the COUNTY. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification will also be submitted to the COUNTY. Information about civil rights obligations of grantees can be found at <http://www.opj.usdoj.gov/program/civil-rights/overview>.

SECTION NO. 10: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

- A. FIRM, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2. Have not within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
 - 4. Have not within a three (3) year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.
- B. Where FIRM is unable to certify to any of the statements in this AGREEMENT, FIRM shall attach an explanation to this AGREEMENT.
- C. FIRM agrees by signing this AGREEMENT that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the COUNTY.
- D. FIRM further agrees by signing this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

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

SECTION NO. 11: COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES

- A. The COUNTY shall reimburse FIRM an amount up to and not exceeding the award amount referenced on the face sheet. This reimbursement amount is based upon the budget line items set forth in Exhibit "B", attached hereto consisting of two pages and hereby incorporated herein by reference. There will be no initial payment.

- B. The COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this AGREEMENT. FIRM shall not invoice the COUNTY in advance of delivery and invoicing of such goods or services.
- C. FIRM will submit monthly reimbursement requests to the COUNTY by detailing the expenditures for which reimbursement is sought. Payment for the expenditures will only occur if the request is submitted with the appropriate supporting documentation, including, but not limited to timesheets and time/effort certifications. Requests for reimbursement shall be uploaded directed to COUNTY ARP portal.
- D. In conjunction with each reimbursement request, FIRM shall certify that services performed under this AGREEMENT do not duplicate any services charged against any other grant, subgrant, or other funding source.
- E. Unless otherwise set forth in the bid, quote, submittal, and accepted by the COUNTY in the AGREEMENT, payment shall be timely if made by the COUNTY no later than thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by FIRM.
- F. The pricing submitted by FIRM and accepted by the COUNTY is inclusive of applicable payment terms, as well as, any and all fees incurred by FIRM in accepting payment. No additional fees or charges shall apply, unless otherwise preapproved by the COUNTY.
- G. Contract pricing (fees, commissions, mark-ups, etc.) will remain firm for the duration of this AGREEMENT.
- H. Eligible invoice reimbursement documentation must be dated on or after 03/03/2021.

SECTION NO. 12: RECOVERY OF FUNDS

Whenever, under the AGREEMENT, any sum of money shall be recoverable from or payable by FIRM to the COUNTY the same amount may be deducted from any sum due to FIRM under the AGREEMENT or under any other contract between FIRM and the COUNTY including reasonable attorney fees and or any other collection costs. The rights of the COUNTY are in addition and without prejudice to and do not waive, alter or affect any other right the COUNTY may have to claim the amount of any loss or damage suffered by the COUNTY on account of the acts or omissions of FIRM.

SECTION NO. 13: INDEPENDENT AUDIT REQUIREMENTS

- A. FIRM shall have an annual independent fiscal audit conducted of its financial statement and condition, regarding the performance of the Agreement, readily delineating ARP/SLFRF funds.
 - 1. FIRM shall submit its audit report, including any “Management Letter” and/or all other correspondences referred to in the audit report, along with FIRM’s response to the audit and a corrective action plan, if any, no later than six (6) months after the end of FIRM’s fiscal year. FIRM hereby consents to COUNTY’s receipt and review of the independent auditor’s working papers, upon request by the COUNTY.
 - 2. Failure to engage auditors and provide proof of such engagement shall be considered contractual non-performance and may result in corrective action and withholding of payment.

3. If, under separate agreement, FIRM is required to provide a 2 CFR Part 200 annual audit, which, at a minimum, meets the requirements of this AGREEMENT, then compliance with the other separate agreement will also serve as compliance with the Agreement, provided that said audit is provided to the COUNTY.

SECTION NO. 14: SINGLE AUDIT ACT REQUIREMENTS

- A. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. The term “non-federal entity,” as defined in 2 CFR Part 200, means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.
- B. If FIRM is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. FIRM has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor’s Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.
- C. FIRM shall maintain auditable records and accounts to facilitate the audit requirement and shall ensure that any sub-recipients to the contracted FIRM also maintain auditable records. FIRM is responsible for any audit exceptions incurred by its own organization or of its sub-recipients. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- D. FIRM must respond to the COUNTY’s requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from FIRM all disallowed costs resulting from the audit.
- E. Once the single audit has been completed and if it includes any audit findings, FIRM must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of FIRM’s fiscal year(s):

**Stefanie Truex
Senior Manager
Yakima County
128 N. 2nd St Rm 231
Yakima, WA 98901**

- F. If FIRM claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, FIRM must send a completed “2 CFR Part 200 Subpart F Audit Certification Form” to the COUNTY at the address listed above identifying this AGREEMENT and explaining the criteria for exemption no later than nine (9) months after the end of the FIRM’s fiscal year(s).
- G. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption

from the audit requirements of this provision has been established.

- H. FIRM shall include the above audit requirements in any sub-contracts.
- I. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this AGREEMENT. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, FIRM's failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; and, the suspension of federal awards until the audit is conducted.

SECTION NO. 15: VENUE STIPULATION

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the state of Washington. Venue of any suit between the PARTIES arising out of this AGREEMENT shall be the Superior Court of Yakima County, Washington. FIRM, by execution of this AGREEMENT, acknowledges the jurisdiction of the courts of the State of Washington.

SECTION NO. 16: SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition of this AGREEMENT or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the AGREEMENT, which can be given effect without the invalid provision. To this end, the terms and conditions of this AGREEMENT are declared severable.

SECTION NO. 17: AMENDMENTS AND MODIFICATIONS

- A. FIRM and/or the COUNTY may request, in writing, an amendment or modification of this AGREEMENT. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the COUNTY and FIRM. No other understandings or agreements, written or oral, shall be binding on the parties.
- B. The COUNTY reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by FIRM of the COUNTY's notification of a contemplated change, FIRM shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect FIRM's ability to meet the completion dates or schedules of this AGREEMENT.
- C. If the COUNTY so instructs in writing, FIRM shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.
- D. If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment and FIRM shall not commence work on any such change until such written amendment has been issued and signed by each of the PARTIES.

SECTION NO. 18: CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, FIRM hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of FIRM to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this AGREEMENT, FIRM will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, FIRM will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

SECTION NO. 19: PERSONNEL

- A. FIRM represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- B. All of the services required herein shall be performed by FIRM or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, licensed or permitted under state and local law to perform such services.
- C. Any changes or substitutions on FIRM's key personnel as may be listed herein must be made known to the COUNTY's Contract Manager prior to execution, and written approval granted by the COUNTY before said change or substitution can become effective.
- D. FIRM warrants that all services shall be performed by skilled and competent personnel who shall meet or exceed the professional standards in the field(s) of the work and that services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

SECTION NO. 20: TAXES, FEES, AND LICENSES

Unless otherwise provided in this AGREEMENT, FIRM shall be responsible for paying and maintaining the current status of all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for FIRM required by statute or regulation that are applicable to the AGREEMENT performance.

SECTION NO. 21: CONFLICT OF INTEREST

No officer or employee or governing body member of the COUNTY or FIRM exercising any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this AGREEMENT.

The COUNTY may, in its sole discretion, by written notice to FIRM terminate this AGREEMENT if it is found after due notice and examination by the COUNTY that there is a violation of the Conflict of Interest provisions contained within this AGREEMENT.

In the event this AGREEMENT is terminated as provided in this conflict of interest clause, the COUNTY shall be entitled to pursue the same remedies against FIRM as it could pursue in the event of a breach of the AGREEMENT by FIRM. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the COUNTY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this AGREEMENT.

SECTION NO. 22: CONTRACTED FIRM SUB-RECIPIENT

The FIRM shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to the subcontracts.

Every subcontract prepared by FIRM regarding this AGREEMENT shall bind the sub-recipient to follow all applicable terms of this AGREEMENT. FIRM shall be responsible to the COUNTY if the sub-recipient fails to comply with any applicable term or condition of this AGREEMENT. FIRM shall appropriately monitor the activities of the sub-recipient to ensure fiscal conditions of this AGREEMENT. In no event shall the existence of a subcontract operate to release or reduce the liability of FIRM to the COUNTY for any breach in the performance of FIRM's duties.

Every subcontract written related to this AGREEMENT shall include a term that the COUNTY is not liable for claims or damages arising from a subcontractor's performance of the subcontract.

SECTION NO. 23: PROCUREMENT

FIRM shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and all of FIRM's procurement policies and procedures.

SECTION NO. 24: EQUIPMENT, REAL PROPERTY, AND SUPPLY MANAGEMENT (IF APPLICABLE)

A. "Equipment and Real Property Management. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose, unless stated otherwise by Treasury. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non Federal entity, consistent with any guidance that Treasury may issue. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations."

B. FIRM and any non-federal entity to which FIRM makes a subaward shall comply with 2 CFR

200.318 – 200.326 when procuring any equipment or supplies under this AGREEMENT, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

1. Upon successful completion of the terms of this AGREEMENT, all equipment and supplies purchased through this AGREEMENT will be owned by FIRM, or a recognized non-federal entity to which FIRM has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place;
2. All equipment, and supplies as applicable, purchased under this AGREEMENT will be recorded and maintained in FIRM's inventory system;
3. Inventory system records shall include:
 - a. A description of the property;
 - b. The manufacturer's serial number, model number, or other identification number;
 - c. The funding source for the equipment, including the Federal Award Identification Number (FAIN);
 - d. The Assistance Listings Number [formerly Catalog of Federal Domestic Assistance (CFDA) number];
 - e. The identity of the entity who holds the title;
 - f. The acquisition date;
 - g. The cost of the equipment and the percentage of federal participation in the cost;
 - h. The location, use, and condition of the equipment at the date the information was reported; and
 - i. The disposition data including the date of disposal and sale price of the property.
4. FIRM must take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two (2) years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by FIRM to determine the cause of the difference. FIRM shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
5. FIRM shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. Further, if applicable, FIRM shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
6. FIRM must develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated and sent to the COUNTY.
7. FIRM shall obtain and maintain all necessary certifications and licenses for the equipment.
8. If FIRM is authorized or required to sell the property, proper sales procedures shall be established and followed to ensure the highest possible return. For disposition, if upon

termination or at the AGREEMENT end date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, FIRM shall comply with the following procedures:

- a. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, FIRM shall retain the supplies for use on other activities or sell them, but shall, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - b. For Equipment:
 1. Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency; or
 2. Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. FIRM shall compensate the federal-sponsoring agency in accordance with the requirements of 2 CFR 200.313 (e)(2).
9. Records for equipment shall be retained by FIRM for a period of six (6) years from the date of disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by FIRM until all litigation, claims, or audit findings involving the records have been resolved.
- C. Unless expressly provided otherwise, all equipment shall meet all mandatory regulatory and/or federal adopted standards to be eligible for purchase using Federal award funds.
- D. As a subrecipient of federal funds, FIRM shall pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which FIRM makes a subaward of federal award funds under this AGREEMENT.

SECTION NO. 25: DISPUTE RESOLUTION

Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. For the purpose of this AGREEMENT, disputes shall not include the following: 1) failure to fulfill in a timely and proper manner the obligations contained within this AGREEMENT, 2) financial insolvency or in a financial condition so as to endanger the performance contained within the AGREEMENT or 3) violation of any laws or regulations that renders FIRM unable to perform any aspect of the AGREEMENT. A request for a dispute resolution panel shall be in writing, shall state the disputed issue(s), shall state the relative positions of the parties and shall be sent to all parties. The panel shall consist of a representative appointed by the COUNTY, a representative by FIRM and a third party mutually agreed upon by both parties, who shall be a member in good standing of the Washington State Bar Association with a minimum of ten (10) years' relevant experience. In the event that the parties are unable to reach agreement on the third panel member the dispute over such member the appointment issue shall be submitted to the Yakima County Superior whom shall have the authority to appoint any person as the third panel member with relevant experience and licensure as set forth above. The panel shall by majority vote, resolve the

dispute. Each party shall bear the cost for its panel member and its own attorney fees and costs and share equally the cost of the third panel member. The decision of the Panel shall be final and binding upon the parties. The Panel shall be governed by the duly promulgated rules and regulations of the American Arbitration Association or its successor, and RCW 7.04A. The situs of any proceeding before the panel shall occur in Yakima County, Washington. The decision of the panel may be entered as a judgment in any court of the State of Washington or elsewhere.

SECTION NO. 26: INDEMNIFICATION

The COUNTY shall protect, defend, indemnify, and hold harmless FIRM while acting within the scope of this AGREEMENT as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless FIRM if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of FIRM. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

FIRM agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). FIRM will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The COUNTY and FIRM agree that the obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY employees or agents or FIRM while performing work authorized under this AGREEMENT. For this purpose, the COUNTY and FIRM, by mutual negotiation, hereby waive any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this AGREEMENT.

SECTION NO. 27: SUCCESSIONS AND ASSIGNS

- A. The COUNTY and FIRM each bind itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Except as above, neither the COUNTY nor FIRM shall assign, sublet, convey, or transfer its interest in this AGREEMENT without the written consent of the other.
- B. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the

COUNTY and FIRM.

SECTION NO. 28: EXECUTION AND APPROVAL

The signatories to this AGREEMENT represent that they have the authority to bind their respective organizations to this AGREEMENT. Only the PARTIES' authorized representatives shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this AGREEMENT. Any alteration, amendment, modification, or waiver of any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by both PARTIES' authorized representatives. Further, only the Authorized Signature representatives or the designee of the Authorized Signature representative shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans and other requests, and certifications and documents authorized by or required under this AGREEMENT.

SECTION NO. 29: LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT and prior to normal completion or end date, the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate this AGREEMENT in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to FIRM as a "Termination for Cause" without providing FIRM an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

The COUNTY shall have the unilateral power to determine by 08/31/2024 or any date after if this contract as a whole has the ability to be spent down completely by the contract end date referenced on the face sheet of this contract. In the event the County believes this contract will not be spent down by the contract end date the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate this AGREEMENT in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to FIRM as a "Termination for Cause" without providing FIRM an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

SECTION NO. 30: NONASSIGNABILITY

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by FIRM.

SECTION NO. 31: NOTICES

Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or FIRM at the address set forth

on the FACE SHEET of this AGREEMENT for such Party, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party.

SECTION NO. 32: POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

SECTION NO. 33: RECORDS

- A. FIRM agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect FIRM's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this AGREEMENT (the "records").
- B. FIRM's records relating to this AGREEMENT and the projects funded may be inspected and audited by the COUNTY and/or its designee, by the Office of the State Auditor, or by other state or federal officials authorized by law, for the purposes of determining compliance by FIRM with the terms of this AGREEMENT and to determine the appropriate level of funding to be paid under the AGREEMENT.
- C. The records shall be made available by FIRM for such inspection, and audit together with suitable space for such purpose, at any and all times during FIRM's normal working day.
- D. FIRM shall retain and allow access to all records related to this AGREEMENT and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this AGREEMENT. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by FIRM until all litigation, claims, or audit findings involving the records have been resolved.

SECTION NO. 34: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - 1. All material provided to FIRM by the COUNTY that is designated as "confidential" by the COUNTY;
 - 2. All material produced by FIRM that is designated as "confidential" by the COUNTY; and
 - 3. All personal information in the possession of FIRM that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, date of birth, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. FIRM shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. FIRM shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the

COUNTY or as may be required by law. FIRM shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, FIRM shall provide the COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this AGREEMENT whenever the COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. FIRM shall make the changes within the time period specified by the COUNTY. Upon request, FIRM shall immediately return to the COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by FIRM against unauthorized disclosure, and FIRM shall ensure destruction of any and all retained copies of such CONFIDENTIAL materials after the period of retention of records required herein.

- C. Unauthorized Use or Disclosure. FIRM shall notify the COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

SECTION NO. 35: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this AGREEMENT or any other approval or concurrence under this AGREEMENT. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

SECTION NO. 36: PUBLICITY

FIRM agrees not to publish or use any advertising or publicity materials in which the COUNTY's name is mentioned, or language used from which the connection with the COUNTY's name may reasonably be inferred or implied, without the prior written consent of the COUNTY.

SECTION NO. 37: TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this AGREEMENT, FIRM may terminate this AGREEMENT by providing written notice of such termination to the COUNTY's Key Personnel identified in the AGREEMENT, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this AGREEMENT, the COUNTY, in its sole discretion and in the best interests of the COUNTY, may terminate this AGREEMENT in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to FIRM. Upon notice of termination for convenience, the COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments pending calculation of any amounts owed FIRM pursuant to Section No. 38 below, or prohibit FIRM from incurring additional obligations of funds. In the event of termination, FIRM shall be liable for all damages as authorized by law. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

SECTION NO. 38: TERMINATION OR SUSPENSION FOR CAUSE

In the event the COUNTY, in its sole discretion, determines FIRM has failed to fulfill in a timely and proper manner its obligations under this AGREEMENT, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that renders FIRM unable to perform any aspect of the AGREEMENT, or has violated any of the covenants, agreements or stipulations of this AGREEMENT, the COUNTY has the right to immediately suspend or terminate this AGREEMENT in whole or in part.

The COUNTY shall, except as otherwise provided herein, notify FIRM in writing of the need to take corrective action and provide a period of time in which to cure. The COUNTY is not required to allow FIRM an opportunity to cure if it is not feasible as determined solely within the COUNTY'S discretion. Any time allowed for cure shall not diminish or eliminate FIRM'S liability for damages or otherwise affect any other remedies available to the COUNTY. If the COUNTY allows FIRM an opportunity to cure, the COUNTY shall notify FIRM in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the COUNTY, or if such corrective action is deemed by the COUNTY to be insufficient, the AGREEMENT may be terminated in whole or in part.

The COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, pending calculation of any amounts owed FIRM pursuant to Section No. 39 below, or prohibit FIRM from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by FIRM, if allowed, or pending a decision by the COUNTY to terminate the AGREEMENT in whole or in part. In the event of termination for cause, FIRM shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original AGREEMENT and the replacement or cover AGREEMENT and all administrative costs directly related to the replacement AGREEMENT, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that FIRM: (1) was not in default or material breach, or (2) failure to perform was outside of FIRM'S control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience."

SECTION NO. 39: TERMINATION PROCEDURES

In addition to the procedures set forth below, if the COUNTY terminates this AGREEMENT, FIRM shall follow any procedures specified in the termination notice. Upon termination of this AGREEMENT and in addition to any other rights provided in this AGREEMENT, the COUNTY may require FIRM to deliver to the COUNTY any property specifically produced or acquired for the performance of such part of this AGREEMENT..

If the termination is for convenience, the COUNTY shall pay to FIRM an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the COUNTY prior to the effective date of AGREEMENT termination, in the amount agreed upon by FIRM and the COUNTY for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the COUNTY, (iii) other work, services and/or equipment or supplies and services which are accepted by the COUNTY, and (iv) necessary for the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause

of this AGREEMENT. If the termination is for cause, the COUNTY shall determine the extent of the liability of the COUNTY. The COUNTY shall have no other obligation to FIRM for termination. The COUNTY may withhold from any amounts due to FIRM such sum as the COUNTY determines to be necessary to protect the COUNTY against potential loss or liability. The rights and remedies of the COUNTY provided in this AGREEMENT shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the COUNTY in writing, FIRM shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this AGREEMENT except as may be necessary for completion of such portion of the work under the AGREEMENT as is not terminated;
- C. Assign to the COUNTY, in the manner, at the times, and to the extent directed by the COUNTY, all of the rights, title, and interest of FIRM under the orders and sub-contracts so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the COUNTY to the extent the COUNTY may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Complete performance of such part of the work not having been completed may be completed by the COUNTY, or its assigns, at COUNTY's discretion, in compliance with all contractual requirements. Further, COUNTY may, at its discretion, allow for FIRM to complete any parts or portions of the agreement not terminated by COUNTY to be completed by FIRM; and
- F. Take such action as may be necessary, or as the COUNTY may require, for the protection and preservation of the property related to this AGREEMENT which is in the possession of FIRM and in which the COUNTY has or may acquire an interest.

SECTION NO. 40: WAIVER

No conditions or provisions to this AGREEMENT can be waived unless approved in advance in writing. Either PARTY's failure to insist upon strict performance of any provision of the AGREEMENT or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this AGREEMENT.

SECTION NO. 41: UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

FIRM is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this AGREEMENT. FIRM may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in the Washington Administrative Code (WAC) 326-30-041.

SECTION NO. 42: INSURANCE

FIRM shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the AGREEMENT. The following is a list of the required AGREEMENT coverage requirements:

GENERAL LIABILITY INSURANCE: Firm agrees to maintain a policy with a limit of liability of not less than two million (\$2,000,000.00) each occurrence and five million (\$5,000,000.00) General Aggregate coverage. Insurance shall be written on ISO occurrence form CG 00 01 or an alternative form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limited Products Completed, Operations, or Contractual Liability and/or Cross Liability.

AUTOMOBILE LIABILITY INSURANCE with a combined single limit, or the equivalent of not less than \$2,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must provide that YAKIMA COUNTY, its officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named as additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used “Yakima County, Its’ Officers, Agents and Employees Are Named As An Additional Insured As Respects To AGREEMENT BETWEEN YAKIMA COUNTY AND FIRM, IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD”.

WORKERS COMPENSATION: If FIRM has employees, it shall show proof of Worker’s Compensation coverage effective in Washington State by providing its State Industrial Account Identification Number. Provision of this number will be FIRM’s assurance that coverage is in effect.

PROFESSIONAL LIABILITY INSURANCE: FIRM shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$2,000,000.00.

Any exclusion to FIRM’s insurance policies that may restrict coverage required in the AGREEMENT’s insurance requirements must be pre-approved by the Yakima County Corporate Counsel. FIRM’s insurer shall have a minimum A.M. Best’s rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for FIRM and either the additional insured policy language or a copy of any required endorsement(s) and returned to the Yakima County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on FIRM’s general liability policy with respect to activities under the AGREEMENT. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by FIRM.

Failure of FIRM to fully comply with the insurance requirements set forth herein, during the term of the AGREEMENT, shall be considered a material breach of contract and cause for immediate termination of the AGREEMENT at the COUNTY's discretion.

Providing coverage in the above amounts shall not be construed to relieve FIRM from liability in excess of such amounts.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must provide that Yakima County, its officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named as additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used, "Yakima County, Its' Officers, Agents, and Employees are Named As An Additional Insured as Respects To AGREEMENT BETWEEN YAKIMA COUNTY AND FIRM, IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD."

ALTERNATIVE ADEQUATE INSURANCE COVERAGE VERIFICATION: In the event that FIRM is a government agency that is covered by a Risk Pool insurance carrier is not able to comply with the ADDITIONAL INSURED ENDORSEMENT requirement above, upon written consent and acceptance by Yakima County, FIRM may satisfy the additional insured requirement by timely providing a letter from their Risk Pool insurance carrier that indicates that they have adequate and sufficient coverage to be responsible for any claim made in connection with this AGREEMENT in conjunction with the AMERICAN RESCUE PLAN, CORONA VIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD.

SECTION NO. 43: MONITORING

The COUNTY will monitor the activities of FIRM from the award date to closeout. The goal of the monitoring activities will be to ensure that FIRM, as an agency receiving federal pass-through funds, is in compliance with the federal grant award requirements as well as federal/state audit requirements. To document compliance with the 2 CFR Part 200 Subpart F requirements, FIRM shall complete and return to the COUNTY the attached Audit Certification Form which is incorporated herein and made part of this AGREEMENT. The Audit Certification Form must be signed each fiscal year thereafter until the completion of this AGREEMENT.

Monitoring activities performed by the COUNTY may include, but are not limited to:

- a. Review of financial and performance reports; and
- b. Review of reimbursement requests and supporting documentation, including time sheets as well time and effort certifications to ensure compliance with federal rules and regulations.

FIRM is required to pass on this monitoring language in all subcontract awards and to perform all monitoring activities regarding any sub-recipient.

SECTION NO. 44: NON-SOLICITATION AGREEMENT

A. Each Party understands that the other Party’s individual employees are some of the most valuable assets within their organization, responsible for the creative forces behind each Party’s advancements in technology and business development. Recognizing the value each Party places on its individual employees and each Party’s interest in retaining its employees, it is agreed that during the term of this AGREEMENT, neither Party shall, directly or indirectly, induce or try to induce any employee of the other Party to leave the employment of the other Party or that of any of its subsidiaries or affiliates to work for another person or company that does or may be expected to compete with the non-soliciting Party or any of its subsidiaries or affiliates.

SECTION NO. 45: EXCUSABLE DELAYS

FIRM shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond FIRM's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the COUNTY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

SECTION NO. 46: ANTI-KICKBACK

- A. No officer or employee of the COUNTY, having the power or duty to perform an official act or action related to this AGREEMENT, shall have or acquire any interest in this AGREEMENT, or have solicited, accepted or be granted a present or future gift, favor, service, or other thing of value from or to any person involved in this AGREEMENT.
- B. FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for FIRM to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual, or Firm, other than a bona fide employee working solely for FIRM any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

SECTION NO. 46: PRECEDENCE

Contract Documents: The Contract Documents consist of this agreement and the other documents listed below and all modifications and modifications issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control and the order of precedence will be in the order listed. An enumeration of the contract documents is set forth below:

- 1. Modifications; and
- 2. This Agreement; and
- 3. The Request For Proposals P5001ARP; and
- 4. FIRM Response to the Request for Proposal.

EXHIBIT A

STATEMENT OF WORK

Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the County and the Subrecipient of a detailed work program and time schedule, the Subrecipient shall, in a satisfactory and proper manner, perform the following types of services:

CITY OF TOPPENISH:

- The Toppenish Police Department is installing automated license plate reading (ALPR) cameras to solve and reduce crime. The cameras are built by Flock Safety, a public safety technology company that helps neighborhoods, communities, and regional law enforcement work together to fight crime.
- The City of Toppenish has committed to buying twenty-six (26) Flock Cameras, strategically positioned around the City.

YAKIMA COUNTY RESPONSIBILITIES:

- Provide ARPA Fund Grant reimbursements for up to \$80,028.00
- Submit the ARPA Reporting documentation, provided by to the Federal Government, for the County's quarterly report for ARPA Compliance.
- Review ARPA Reporting documentation for completeness and compliance

EXHIBIT B
BUDGET DETAIL

The below budget is approved for reimbursement of eligible use expenses per the Yakima Board of County Commissioners award amount not to exceed \$80,028.00.

The below format will be required for reimbursements to the project.

Item	Total
Falcon Cameras	67,600.00
Set-Up and Testing	6,500.00
Tax	5,928.00
Total	\$80,028.00

The Yakima County Finance Director has the authority to amend line item budget figures at their discretion. These changes must stay within the total award amount.

See Scope of Work for detailed description of duties.

Payment Procedures:

1. Requests for reimbursement by the Firm shall be submitted no more than once per month.

In order to be eligible for reimbursement all expenses must be submitted with supporting documentation. **Payroll Expenses must be accompanied by a Time and Effort Certification and a timesheet signed by the employee and supervisor.**

2. At the Contractor’s first request for reimbursement, Yakima County Financial Services will require detailed back-up documentation for all expenditures. All back-up documentation must be available to all other auditors, upon request.
3. Monthly invoices must be submitted as follows:
 - Electronically: Submitted electronic invoices must be provided to your Contract Manager contact designated on the Face Sheet of this agreement at the Yakima County Financial Services Department. Electronic invoices must be submitted no later than the 10th of the month. If the 10th falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 10th falls on a Sunday, invoices must be received by close of business the following Monday.
4. All County warrants must be issued to the subrecipient no later than September 30, 2026, to qualify for reimbursement.

5. Quarterly Reporting must be submitted via the online ARPA Portal within 15 days of the end of the quarter.

EXHIBIT C
FFATA FORM

Subrecipient Agency: <input type="text"/>				
Grant and Year: <input type="text"/>		Agreement Number: <input type="text"/>		
Completed by: <input type="text"/> <input type="text"/> <input type="text"/>				
		<i>Name</i>	<i>Title</i>	<i>Telephone</i>
Date Completed: <input type="text"/>				
STEP 1				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
STEP 5				
Executive #1	Name: <input type="text"/>			
	Total Compensation amount: \$ <input type="text"/>			
Executive #2	Name: <input type="text"/>			
	Total Compensation amount: \$ <input type="text"/>			
Executive #3	Name: <input type="text"/>			
	Total Compensation amount: \$ <input type="text"/>			
Executive #4	Name: <input type="text"/>			
	Total Compensation amount: \$ <input type="text"/>			
Executive #5	Name: <input type="text"/>			
	Total Compensation amount: \$ <input type="text"/>			
STEP 6				
If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: _____ **Date:** _____

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

EXHIBIT D
2 CFR Part 200 Subpart F Audit Certification Form
Audits of States, Local Governments, Indian Tribes and Non-Profit Organizations

Contact Information

Subrecipient Name: <input style="width: 100px;" type="text"/>	
Authorized Chief Financial Officer: <input style="width: 100px;" type="text"/>	
Address: <input style="width: 100px;" type="text"/>	
Email: <input style="width: 100px;" type="text"/>	Phone #: <input style="width: 100px;" type="text"/>

Purpose: As a pass-through entity of federal grant funds, YAKIMA COUNTY is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending \$750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by YAKIMA COUNTY because it is a non-federal entity that expends federal grant funds received from YAKIMA COUNTY as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to these requirements, you must complete Section A of this form. If your entity **is** subject to these requirements, you must complete Section B of this form. When completed, you must sign, date and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F

Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):

We did not expend \$750,000 or more of *total* federal awards during the fiscal year.

We are a for-profit agency.

We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that YAKIMA COUNTY may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the requirements of 2 CFR Part 200 Subpart F

(Complete the information below and check the appropriate box)

We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date _____]. There were no findings related to federal awards from YAKIMA COUNTY. No follow-up action is required by YAKIMA COUNTY as the pass-through entity. **A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the YAKIMA COUNTY Office of Financial Assistance, is enclosed or is available online at:**
<http://www:> _____.

We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were findings related to federal awards.
A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the YAKIMA COUNTY Office of Financial Assistance, is enclosed or is available online at:
<http://www:> _____.

Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] _____ for Fiscal Year ending [enter date] _____. We will forward a copy of the audit report to YAKIMA COUNTY Office of Financial Assistance at that time or provide the state auditor report number: _____.

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from YAKIMA COUNTY until the grant agreement contract is closed.

Signature of Authorized Financial Official: _____ Date: _____

Print Name & Title: _____

EXHIBIT E - CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:	
Address:	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

EXHIBIT F

DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION FORM

NAME	Doing business as (DBA)		
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. 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 the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ **Date:** _____

Print Name and Title: _____

EXHIBIT G
ONLY IF APPLICABLE

DATA SHARING, NON-DISCLOSURE AND USE AGREEMENT (IF APPLICABLE)
BETWEEN YAKIMA COUNTY AND FIRM

This Data Sharing, Non-Disclosure and Use Agreement (“Agreement”) is entered into by and between YAKIMA COUNTY, a political subdivision of the State of Washington (hereinafter “COUNTY”) and FIRM, (hereinafter “FIRM”) to enable the sharing of Data and other confidential and proprietary information between the COUNTY and FIRM, as the COUNTY’S ARP recipient. The COUNTY and FIRM may be hereinafter referred to individually as a "Party" or collectively as the “Parties.”

AGENCIES PROVIDING DATA: YAKIMA COUNTY AND FIRM

DATA RECIPIENTS: YAKIMA COUNTY AND FIRM

1. Purpose

The purpose of this AGREEMENT is to provide the requirements and authorization for the COUNTY to have access to disparate datasets captured through COUNTY ARP funded Programs. FIRM acknowledges access to the disparate dataset captured in and through the COUNTY’s ARP funded Programs.

2. Definitions

- A. “Agreement” means this Data Sharing Agreement, including all documents attached or incorporated by reference.
- B. “Data Access” refers to rights granted to COUNTY to directly connect to FIRM’s ARP Program agency submitted disparate datasets related to participants, recipients, systems, networks, requests for proposals and/or applications with required information needed to implement these rights.
- C. “Data Transmission” refers to the methods and technologies to be used to move a copy of the data between systems, networks and/or employee workstations.
- D. “Data Storage” refers to the data when at rest. Data can be stored on off-line devices such as CD’s or on-line on servers or employee workstations.
- E. “Data Encryption” refers to ciphers, algorithms or other encoding mechanisms that will encode data to protect its confidentiality. Data encryption can be required during data transmission or data storage depending on the level of protection required for this data.

3. Period of Agreement

This Agreement shall begin when FIRM agrees to the terms and shall automatically renew yearly, unless terminated due to expiration of the COUNTY ARP funding program and its required reporting requirements.

4. Justification for Data Sharing

Data sharing agreements are required under RCW 39.26.340 and 43.105.054.

5. Description of Data to be Shared

Data shared will include data containing the COUNTY funded ARP program, applicants, recipients and participants' financial, labor, application, technology infrastructure and any other datasets deemed necessary to support performance of the compliance requirements for federal funding under the ARP/SLFRF funding provisions as set forth by the U.S. Department of Treasury.

6. Data Access

Enterprise datasets will be accessed through the Parties' Server and Network systems. FIRM will generate and submit agency owned datasets to COUNTY for consideration, review and compliance purposes.

7. Data Transmission

Datasets will be transmitted through the servers, networks and systems established and agreed to by the PARTIES.

8. Data Storage and Handling Requirements

All data provided by FIRM and COUNTY will be stored in an encrypted form on a server with access limited to the least number of staff needed to complete the purpose of this Data Sharing Agreement.

9. DATA ENCRYPTION (If Applicable)

All captured data shall be encrypted at rest.

10. Intended Use of Data

The data described above shall be used for review, analysis and reporting on ARP programs. The data will be used to prepare and publish required quarterly and annual reports.

11. Constraints on Use of Data

This Agreement does not constitute a release of the data for FIRM's discretionary use, but instead, FIRM may access the data only to carry out the responsibilities and for the purposes described herein, as well as in the related Contract No. 22ARPFIRM.

FIRM is not authorized to update or change any supplied datasets and any ad hoc analyses or other use of the supplied datasets, not specified in this Agreement and Contract No.22ARPFIRM. Any additional use is not permitted without the prior written agreement of the COUNTY.

12. Security of Data

- A. Data Protection. FIRM shall take due care and take reasonable precautions to protect the Category 3 data, as well as the COUNTY's data, from unauthorized physical and electronic access as well as meet or exceed the requirements of the Washington State Technology Services Board (TSB) policies and standards for data security and access controls to ensure the confidentiality, availability and integrity of all data shared.
- B. Data Security Technology Standards. FIRM will be responsible for providing data security technology standards that will ensure acceptable levels of data security to the COUNTY. These data security technology standards will include clear definitions outlining when and where data should be encrypted and by what technologies.
- C. IT Data Security Administration. FIRM will exchange documentation that outlines the data security program components supporting this Agreement with COUNTY IT Data Security Administrators. This documentation will define all data security methods and technology for each individual data exchange to ensure COUNTY and FIRM are in compliance with all appropriate Washington State Technology Service Board (TSB) security standards.

13. NON-DISCLOSURE OF DATA

Before receiving the data identified above, the COUNTY shall notify all authorized users in writing who will have access to the data of the following requirements. This notification shall include all authorized users who will use the data. A copy of this notification shall be provided to FIRM at the same time it is provided to relevant authorized users.

A. Non-Disclosure of Data

- 1. Authorized users shall not disclose, in whole or in part, the data provided by COUNTY, applicants, or FIRM to any individual or agency, unless this Agreement specifically authorizes the disclosure. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement or the related Contract No. 22 ARPFIRM.
- 2. Authorized users shall not access or use the data for any commercial or personal purpose.
- 3. Any exceptions to these limitations must be approved in writing COUNTY.

B. Penalties for Unauthorized Disclosure of Information. In the event a FIRM authorized user fails to comply with any terms of this Agreement, COUNTY shall have the right to take such action as it deems appropriate. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by unauthorized disclosure. FIRM accepts full responsibility and liability for any violations of the Agreement.

C. Employee Awareness of Use/Non-Disclosure Requirements. FIRM shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement. FIRM will provide an annual reminder to authorized users of these requirements.

14. Data Confidentiality

- A. Acknowledgement of Confidentiality. FIRM acknowledges the confidential nature of the applicants, recipients, participants data, as well as the aggregate server, application name, operating system versions, and IP addresses. This data is confidential under state RCW 42.56.420 (4) and use of this information will be limited only to persons whose staff function requires such access.
- B. Disclosures under subpoena-
 - 1. If a Party, its employees, agents, or contractors, or Vendor, is required by law, government regulations, subpoena or court order to disclose any Data, the Party shall give ten (10) business days prior written notice of the proposed disclosure to the other Party and the Vendor, at the contact information listed herein, in order to allow that Party or Vendor the opportunity to file documents seeking a court order preventing disclosure of the Data. The notice shall include the name of the requester, so the Party and/or Vendor may name the requester as a party to any action to enjoin disclosure.
 - 2. Upon receipt of written notice of the requirement to disclose the Data, the Party and/or Vendor, at their expense, may then seek appropriate protective relief to prevent all or part of such disclosure. Should the Party and/or Vendor not file for protective relief in superior court in the ten (10) business day time-frame provided, the Party shall disclose Data only in compliance with, and only to the extent required by, any applicable law, regulation, subpoena, or court order.
 - 3. If a Party or Vendor becomes aware of any unauthorized use or disclosure of the Data of the other Party, such Party or Vendor shall promptly advise the other Party of all facts regarding such unauthorized use or disclosure.

15. Oversight

FIRM agrees that COUNTY will have the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance therewith, within the limits of the other party's technical capabilities.

16. Termination

COUNTY may terminate this Agreement pursuant to No. 38097 All data captured by FIRM prior to termination are to be retained and remain available to meet any necessary reporting requirements.

17. Governance

- A. Severability- The provisions of this Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.
- B. Venue - In the event of a lawsuit involving this Data Sharing Agreement, venue shall be proper only in Yakima County, Washington.

18. Damages and Injunctive Relief

Because of the unique and highly confidential nature of the Data, the Parties acknowledge and agree that a Party (or Vendor) may suffer irreparable harm if a Party (or Vendor) breaches any of its obligations under this Agreement, and that monetary damages may be inadequate to compensate for such breach. Accordingly, in addition to any other rights and remedies that may be available to a Party (or Vendor) at law and in equity, a Party (or Vendor) shall be entitled to seek enforcement of the provisions of this Agreement by seeking injunctive relief.

19. HEADINGS

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way, do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

I, hereby declare that I have the authority to bind FIRM to this Agreement, and acknowledge that by signing below, I have read, understand and accept this Agreement, and that this Agreement along with Contract No. 38097 constitute the entire Data Sharing agreement between the PARTIES.

Dated this ____ day of _____, 2023.

Signature of Authorized representative

Printed Name and Title

EXHIBIT H

- State and Local Fiscal Recovery Funds (SLFRF) Final Rule PDF
- SLFRF: Overview of the Final Rule PDF
- Coronavirus State and Local Fiscal Recovery Funds- Frequently Asked Questions as of July 27, 2023 PDF
- 2 CFR Part 200

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>



Yakima County

Submission Details

Submitted By: Linda Finley

Submitted On: 8/21/2023 8:54:16 PM (UTC)

Status: Approved

Amount: 80028.00

Attachments: [View Attachments \(/applications/download-attachments?id=e71affe2-6440-ee11-a81c-000d3a5b24ee\)](/applications/download-attachments?id=e71affe2-6440-ee11-a81c-000d3a5b24ee)

Approvals

First Approval: Stefanie Truex on 8/28/2023 7:38:59 PM (UTC)

Second Approval: Craig Warner on 8/28/2023 8:00:07 PM (UTC)

Entity

Name: City of Toppenish

EIN:

DUNS/UEI:

Primary Contact Name: Linda Finley

Primary Contact Title:

Primary Contact Email: Linda.Finley@cityoftoppenish.us

Primary Contact Phone:

Certification

APPLICATION (TERMS AND CONDITIONS)

For sub-award of ARPA Grant

This application is being submitted by City of Toppenish, Washington (the "Entity") for a grant in the amount of \$80,028.00 (the "Grant Amount") from Yakima County, Washington (the "County"). If awarded, the Entity will be required to enter into a Grant Agreement, to which this application will be attached as an Exhibit (the "Grant Agreement").

The grant, if awarded, will be funded as a sub-award of the County's federal State & Local Fiscal Recovery Funds (CFDA No. 21.027), as authorized under the American Rescue Plan Act (ARPA), in the total amount of \$80,028.00 identified as federal award identification number SLFRP2815 (the "ARPA Grant") with a federal award date of June 7, 2021 provided by the United States Treasury ("Treasury") to the County. The Entity, as sub-recipient (the "Sub-recipient") of the ARPA Grant, agrees to comply with the terms and conditions of such federal award applicable to sub-awards and sub-recipients, including the following terms and conditions:

1. Use of Fund.
 - a. Sub-recipient understands and agrees that the funds disbursed under this sub-award may only be used in compliance with section 603(c) of the Social Security Act (the "Act"), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing
 - b. Sub-recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, auditing, and completion of such project.
2. Period of Performance. The period of performance for this sub-award begins on the date the Grant Agreement is executed and ends on June 30, 2024 (subject to extension in the sole discretion of the County, but not later than December 31, 2024), provided that eligible uses for Grant funds may extend from March 3, 2021 to such end date.
3. Reporting. Sub-recipient agrees to cooperate fully and promptly with the County with any and all reporting obligations established by Treasury and/or the County as they relate to this award, including without limitation the reporting described in Schedule A to the Grant Agreement.
4. Maintenance of and Access to Records.

- a. Sub-recipient shall maintain records and financial documents sufficient to support the County's production of evidence of compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the sub-recipient, in order to conduct audits or other investigations.
 - c. Records shall be maintained by sub-recipient for a period of seven (7) years after all funds have been expended or returned to the County, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
 6. No R&D Award. The sub-award shall not constitute an R&D award within the meaning of 2 CFR §200.332.
 7. No Administrative Costs. Sub-recipient may use funds provided under this award to cover direct costs only. Indirect costs shall not be paid or reimbursed with the sub-award.
 8. Cost Sharing. Cost sharing or matching funds are not required to be provided by sub-recipient.
 9. Conflicts of Interest. Sub-recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Sub-recipient and its sub-recipients (if any) must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
10. Compliance with Applicable Law and Regulations.
 - a. Sub-recipient agrees to comply with, and to fully cooperate with the County with respect to its compliance with, the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Sub-recipient agrees to comply with all applicable federal statutes, regulations, and executive orders. Sub-recipient also agrees to comply with, and to fully cooperate with the County with respect to its compliance with, all other applicable federal statutes, regulations, and executive orders, and sub-recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this sub-award.
 - b. Federal regulations applicable to this sub-award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this sub-award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this sub-award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the sub-award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the sub-award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - c. Statutes and regulations prohibiting discrimination applicable to this sub-award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

11. Remedial Actions. In the event of the County's noncompliance (including without limitation as a result of the sub-recipient's non-cooperation with the County or other sub-recipient noncompliance) with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the County (and, thereby, the sub-recipient) of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
12. Hatch Act. Sub-recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
13. False Statements. Sub-recipient understands that making false statements or claims in connection with this sub-award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
14. Publications. Any publications produced with funds from this sub-award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [SLFRP2815] awarded to [Yakima] County, Washington by the U.S. Department of the Treasury."
15. Debts Owed the Federal Government.
 - a. Any funds paid to sub-recipient (1) in excess of the amount to which sub-recipient is finally determined to be authorized to retain under the terms of this sub-award; (2) that are determined by the County or the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by sub-recipient shall constitute a debt to the County and the federal government.
 - b. Any debts determined to be owed the County and the federal government must be paid promptly by the sub-recipient. A debt is delinquent if it has not been paid by the date specified in the initial written demand for payment, unless other satisfactory arrangements have been made or if the sub-recipient knowingly or improperly retains funds that are a debt as defined in paragraph 15(a). The County and Treasury will take any actions available to it to collect such a debt.
16. Disclaimer.
 - a. The County expressly disclaims (and the sub-recipient understands that the United States also disclaims) any and all responsibility or liability to sub-recipient or third persons for the actions of sub-recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this sub-award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this sub-award.
 - b. The acceptance of this award by sub-recipient does not in any way establish an agency relationship between the County (or the United States) and sub-recipient.
17. Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, sub-recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General
 - iii. The Government Accountability Office
 - iv. A Treasury employee responsible for contract or grant oversight or management
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of sub-recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. Sub-recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce

18. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), sub-recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
19. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), sub-recipient should encourage its employees, its sub-recipients (if any), and its contractors to adopt and enforce policies that ban text messaging while driving, and sub-recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Certifications

The representative of the Entity submitting this Application certifies, represents and warrants as follows:

1. I am duly authorized by the Entity to submit this Application on its behalf.
2. I have read and understand this Application and the Grant Agreement that will be required if this Application is accepted (including, without limitation, the provisions of the Grant Agreement related to reporting, recoupment, and indemnification).
3. I understand that award of the grant is and will remain subject to the availability of funds to make the grant. The County is not and will not be obligated to fund the grant from any funds other than proceeds of the ARPA Grant that are actually received by the County.
4. No funds received from the Grant, if awarded, will be used to pay or reimburse any costs that have been (or will be) paid or reimbursed through another COVID-19 relief program (whether federal, state, county, local or non-governmental).
5. As part of this Application, I have provided the reports associated with the Entity's most recently completed independent audit (e.g. financial statements, management letter, "Yellow Book" report, and Single Audit (if applicable)) and that if the grant is awarded, the Entity will provide such reports each year through the closeout (as defined in 2 C.F.R. Section 200.344) of the grant
6. Notices to the Entity shall be in writing and addressed to [Entity CONTACT INFORMATION] and notices to the County shall in writing and delivered to [Yakima County, 128 N 2nd Street, Yakima, WA 98901, Attention: Mr. Craig Warner, Finance Director], or to such other address as either party shall provide to the other in writing. The Applicant is responsible for notifying Yakima County for any changes to the contact information.
7. To the best of my knowledge, no person or entity involved in submitting this Application or that is expected to be involved in the grant or the project funded thereby (i) has been debarred, suspended or otherwise excluded from participation in federal or state assistance programs or activities or (ii) has violated or is currently the subject of any actual or threatened investigation or audit involving allegations of fraud, bribery, dishonesty, or any other action that bears upon the trustworthiness or responsibility of such person.
8. The Entity is registered with the System for Award Management ("SAM") and I confirm that the name of the Entity and the Data Universal Numbering System (DUNS) number provided with this Application are correct and consistent with the name and number appearing in the SAM. Furthermore, the Applicant will maintain an active SAM registration at all times it has an active federal award or application for federal award in process.
9. All information provided to the County in connection with this Application (including without limitation the information entered into the County's online portal) is true, accurate and complete in all material respects as of and on the date hereof.

I certify that I have read and understand the above agreement and am legally authorized to sign on the City or Town's behalf

Answer: Yes

Certified By: John Clary

Certified Date: 8/28/2023 7:04:21 PM

Application ARPA-1067

Application Type *

Support Public Health

Funding Type *

Reimbursement

Project Name *

VIOLENCE REDUCTION PLAN

Project Description (Max 1,500 characters) *

The Toppenish Police Department will use the ARPA funds for the implementation of 26 Flock Safety mounted cameras. In Toppenish, a high percentage of households and families were disproportionately and severely impacted by COVID-19. Toppenish saw an increase in felonious assaults targeting the homeless population. Placing Flock Safety Cameras in strategic locations and in school zones will enable Toppenish PD to search the time frame of the assaults to create suspect leads increasing the chances of solving cases and providing assistance with other violent crimes. In addition, by placing Flock Safety cameras in school zones it will prevent speeding and help protect the children and employees from potential violence, which is important in light of the recent events around the nation.

Support Public Health

Subcategory: *

1.11 Community Violence Interventions*^

Amount being requested: *

\$80,028.00

Does this project include a capital expenditure? No Yes**Choose the total value of the capital expenditure, including pre-development costs**

Less than 1 million

Type of Capital Expenditure

Technology and equipment to allow law enforcement to efficiently and effectively respond to the rise of gun violence resulting from the pandemic.

Capital Expenditure Description

Flock mounted camera's will be used in the school zones to prevent speeding and help protect the children from potential violence, which is important in light of the recent events around the nation. As a high crime city, gang violence and gun violence are prevalent. This funding will provide a force multiplier in providing investigative information to solve violent crimes and enhance community safety.

Capital Expenditure Justification

In Toppenish, a high percentage of households and families were disproportionately and severely impacted by COVID-19. Toppenish's pandemic impacted groups include: 88.2% Hispanic, 14.5% high poverty/low-income, English learner student percentage 33.3%, 46.9% of adults have less than a high school diploma, and MHI is \$52,981 which is tens of thousands lower than the State's and US averages. This has caused an increase in violent crimes against the homeless population and citizens. Yakima County has a Public Housing Primary Care Health Center (PHPQ). "Rates of violent crime are higher in areas where PHPC Health Centers are located compared to the nat'l average. There is an average of 505 violent crimes per 100,000 population in PHPC Health Center counties compared to the nat'l average of 386 per 100,000. Violence is higher where there are limited economic opportunities; high concentrations of poverty; unemployment; limited public, MH & Social Svcs." and a decline of MH. The City of Toppenish has seen an increase in gun violence, assaults on the homeless, burglaries, fatal accidents and reckless driving. The use of this technology will not only help with solving cases related to the above mentioned crimes but also be a deterrent and help with the reduction of crimes against the community. Helping protect and promote community togetherness.

If this is evidence-based, please provide the dollar amount of the total project spending that is allocated towards evidence-based interventions: *

\$80,028.00

Is a program evaluation of the project being conducted?

No Yes

Number of workers enrolled in sectoral job training programs:

2

Number of workers completing sectoral job training programs:

3

Number of people participating in summer youth employment programs:

1

Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced *

This technology will serve as an investigative tool, that will also be a deterrent and help with the reduction of crimes against the community.

Brief description of how a recipient's response is related and reasonably and proportional to a public health or negative economic impact of COVID-19 *

Violence is higher because of limited economic opportunities; high concentrations of poverty; unemployment; limited public, and a decline in Mental Health

Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)

—

Number of Non-Profits served (by program if recipient establishes multiple separate non-profit assistance programs)

—

What Impacted and/or Disproportionally Impacted population does this project primarily serve? *

14 Dis Imp Low income HHs and populations

Sector of Employer

Certify: I have read the below information on evidence-based interventions and project demographic distribution. If my project has either denotation, I have included the requirements and the dollar amount of the total project spending that is allocated towards evidence-based interventions and/or project demographic distribution in the verbiage of the project description. *

No Yes

[Evidence Based Interventions \(.\\..//clad_evidencebased.png\)](#)

[Project Demographic Distribution \(.\\..//clad_demographicsdist.png\)](#)



**CITY OF TOPPENISH
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 23-062**

**Agenda Item
4b**

Meeting Date: September 25, 2023

Subject: Washington State Recreation and Conservation Office (RCO) Grant Application

Attachments: Draft Resolution 2023-38

Prepared by: Dan Ford, Assistant City Manager/ Public Works Director

Presented by: Dan Ford, Assistant City Manager/ Public Works Director

Approved For Agenda By: Debbie Zabell, City Manager

Discussion:

The City is applying to the Washington Recreation and Conservation Office for a grant for Deferred Maintenance funding that requires the City Council to authorize the City Manager, or her designee, to approve this grant should the City be selected to receive grant funding.

Staff has evaluated its park maintenance needs and the Assistant City Manager has specified that the City's swimming pool is the best candidate and the highest priority for this specific funding opportunity.

Fiscal Impact: There is no match for this grant.

Recommendation: Approve Resolution 2023-38, authorizing the City Manager, or her designee, to act as the authorized representative/agent on behalf of the City of Toppenish for which City staff seek grant funding assistance managed through the WA State Recreation and Conservation Office.

Alternatives: 1) Do not approve.

RESOLUTION 2023-38

**A RESOLUTION THAT AUTHORIZES CITY MANAGER, OR
DESIGNEE, TO SUBMIT AN APPLICATION TO THE RECREATION
AND CONSERVATION OFFICE FUNDING BOARD FOR A DEFERRED
MAINTENANCE GRANT**

WHEREAS, the City of Toppenish, Washington authorizes the City Manager, or her designee, to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the described needs for which we seek grant funding assistance managed through the Recreation and Conservation Office (RCO), and

WHEREAS, grant assistance is requested by our organization to aid in financing the deferred maintenance of the City pool, and

WHEREAS, the City of Toppenish considers it in the best public interest to complete the project described in the application,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON AS FOLLOWS:

The City Manager, or designee, is authorized to make a formal application to the Recreation and Conservation Funding Board for grant assistance.

1. This application authorization becomes part of a formal application to the RCO Funding Board for grant assistance.
2. We certify that this application authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that the person signing as authorized representative is duly authorized to do so.

This resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on September 25, 2023.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk



**CITY OF TOPPENISH
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 23-063**

**Agenda Item
4c**

Meeting Date: September 25, 2023

Subject: Intermountain Cleaning Services Addendum

Attachments: Proposed Resolution 2023-39, Intermountain Cleaning Services Addendum

Presented by: Beth Simmons, Public Works Office Manager

Approved For Agenda By: Debbie Zabell, City Manager

Discussion:

The original janitorial contract included cleaning at the old police facility, located at 1 West 1st Avenue and the new temporary police facility, located at 518 West 2nd Avenue with an increased cost of \$510 per month due to the increased size of the new facility.

This addendum modifies the misstated address of the new temporary facility and changes it from 518 West 2nd Avenue to 516 West 2nd Avenue. It also clarifies that the city has now moved into the new facility and wishes the janitorial services to be moved to that location as well but by doing so there is a cost increase of \$510 per month resulting in a total contact price for all three facilities, City Hall, Public Works, and the new temporary police facility of \$5,050 per month or \$60,600 per year. Services were foreseen and budgeted for.

Fiscal Impact: The addendum changes the original annual cost of \$54,540.00 to \$60,000.00.

Recommendation: Approve Resolution 2023-39, authorizing the City Manager to sign the Janitorial Services Addendum with Intermountain Cleaning Services

Alternatives: 1) Do not adopt. 2) Forward to Study Session for further review

RESOLUTION 2023-39

**A RESOLUTION APPROVING JANITORIAL SERVICES ADDENDUM
WITH INTERMOUNTAIN CLEANING SERVICES, INC.**

WHEREAS the City of Toppenish recognizes maintaining a clean and sanitary environment is crucial for the well-being, health and overall quality of life of its City's residents, employees, and visitors, and

WHEREAS the provision of professional cleaning services can ensure the cleanliness, hygiene and aesthetics of public spaces, facilities and infrastructure, and

WHEREAS the City does not have staff to provide the cleaning and janitorial services each location requires to maintain cleanliness, and

WHEREAS Intermountain Cleaning Services is a professional cleaning services with staff and expertise to provide the necessary tools, products and time required to meet the City's cleaning needs, and

WHEREAS the City wishes to move janitorial services, as stated in the original contract, from the old Police Facility to the new temporary Police Facility and clarify that the address of the new facility is 516 West 2nd Avenue instead of 518 West 2nd Avenue as was originally indicated,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON AS FOLLOWS:

The Intermountain Cleaning Services Addendum is approved, and the City Manager is authorized and directed to execute said agreement on behalf of the City of Toppenish.

This resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on September 25, 2023.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

September 6th , 2023
Addendum to Original Bid
June 22nd, 2023

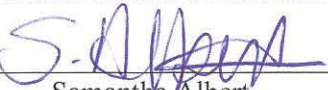
City of Toppenish
21 W. 1st Ave.
Toppenish, WA 98948

This addendum has been created to adjust the weekly janitorial service for the Police Station in the City of Toppenish. First the address for the Police Station needs to be changed from 518 W. 2nd Ave. Toppenish to 516 W. 2nd Ave. Toppenish from the original bid contract. Client is wanting weekly janitorial service to start at 516 W. 2nd Ave. Toppenish and to end weekly janitorial service at the Police Station on 1 W. 1st Ave. Toppenish. This change to the contract will increase the monthly janitorial price for the City of Toppenish from \$4,540.00 to \$5,050.00.

<u>ITEM</u>	<u>PRICING</u>
Janitorial Service – three (3) days per week Toppenish Police Station 516 W. 2nd Ave. Toppenish, WA 98948	\$1,825.00 per month
Janitorial Service- three (3) days per week Toppenish Public Works 408 Washington Ave. Toppenish, WA 98948	\$1,510.00 per month
Janitorial Service- three (3) days per week Toppenish City Hall 21 W. 1st Ave. Toppenish, WA 98948	\$1,715.00 per month
	= \$5,050.00 per month

Thank you for the opportunity to bid for your business. We look forward to serving you. If you have any questions please feel free to give us a call.

Sincerely,
INTERMOUNTAIN CLEANING SERVICE, INC.

By:  _____
Samantha Albert

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CLIENT: _____ ICS: _____



CITY OF TOPPENISH
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 23-064

Agenda Item
4d

Meeting Date: September 25, 2023

Subject: Server Replacements for City Hall and Police Department

Attachments: Dell Quotes 3000161191061.1 and 3000161191791.1, Dell Financial Services proposal, and CDW-G Quote 1CCCNH3

Presented by: Dan Ford, Assistant City Manager/Public Works Director

Approved For Agenda By: Debbie Zabell, City Manager

Discussion:

The city currently maintains two host servers, one each at City Hall and the Police Department. These servers have now reached six years of age and are due for replacement. The City Hall server is no longer able to adequately support the Vision SQL database.

The individual servers running on these two hosts were profiled twice for over 24 hours each to collect data on usage and performance. These profiles highlighted the need for a different class of storage hardware and challenges related to providing disaster recovery and resiliency in case of hardware failure. This information was used to develop the proposed solution.

The city will be utilizing the State of Washington Department of Enterprises Vendor List, which includes Dell and CDW-G.

The Dell quotes are for a two node (server) Azure Stack HCI (hyper-converged infrastructure) system. The nodes are not fully provisioned and can scale up both memory and storage if needed. Azure Stack HCI systems can also scale out to a maximum of 16 nodes. The quotes include Windows Server licensing, Microsoft SQL Server licensing, required client licenses, five-year support agreements, deployment support, rights to keep failed drives for destruction instead of returning them without penalty, and two data drives kept as cold spares in case of drive failures.

The CDW-G quote includes two extended run-time expansion units for existing uninterruptable power supplies that the nodes will connect to, three external USB drives for use as local backup cache and disaster recovery staging that will be connected to existing hardware, and Software Assurance for the Microsoft licensing included in the Dell quotes. Azure Stack HCI requires either cloud-style monthly usage-based billing or assigning Windows Server 2022 Datacenter licensing that has been enrolled in Software Assurance to each node.

The Dell quotes are \$93,461.29, and the CDW-G quotes are \$14,299.45. The combined direct purchase cost is \$107,760.74.

Fiscal Impact: The 2023 impact of \$108,00.00 will be included in the 2023 Budget Amendment and will be funded from Fund Balance.

Recommendation: Authorize the City Manager to proceed with the purchase of the server equipment.

Alternatives: 1) Do not adopt. 2) Forward to Study Session for further review.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000161191061.1	Sales Rep	Matty Robinson
Total	\$89,547.00	Phone	(800) 456-3355, 6181884
Customer #	17699553	Email	Matty_Robinson@Dell.com
Quoted On	Sep. 15, 2023	Billing To	JOHN CLARY
Expires by	Oct. 15, 2023		TOPPENISH POLICE DEPT
Contract Name	Dell NASPO Computer Equipment PA - Washington		516 W 2ND AVE
Contract Code	C000000010849		TOPPENISH, WA 98948-1605
Customer Agreement #	MNWNC-108 / 05815-003		
Solution ID	18240364.1		
Deal ID	26243303		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Matty Robinson

Shipping Group

Shipping To	Shipping Method	Install At
JOHN CLARY TOPPENISH POLICE DEPT 516 W 2ND AVE TOPPENISH, WA 98948-1605 (509) 865-1629	Standard Delivery	TOPPENISH POLICE DEPT

Product	Unit Price	Quantity	Subtotal
AX-750 - [AMER_AX-750_15374]	\$44,638.70	1	\$44,638.70
AX-750 - [AMER_AX-750_15374] (2)	\$38,396.23	1	\$38,396.23

Subtotal:	\$83,034.93
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$1,634.20
Taxable Amount:	\$81,400.73
Estimated Tax:	\$6,512.07
<hr/>	
Total:	\$89,547.00

Shipping Group Details

Shipping To

JOHN CLARY
TOPPENISH POLICE DEPT
516 W 2ND AVE
TOPPENISH, WA 98948-1605
(509) 865-1629

Shipping Method

Standard Delivery

Install At

TOPPENISH POLICE DEPT

	Quantity	Subtotal
AX-750 - [AMER_AX-750_15374]	1	\$44,638.70

Estimated delivery if purchased today:

Oct. 02, 2023

Contract # C000000010849

Customer Agreement # MNWNC-108 / 05815-003

Description	SKU	Unit Price	Quantity	Subtotal
2.5 Chassis	379-BDTF	-	1	-
SAS/SATA Backplane	379-BDSS	-	1	-
No Rear Storage	379-BDTE	-	1	-
No GPU Enablement	379-BDSR	-	1	-
Dell EMC AX-750	210-BBSN	-	1	-
Azure Stack HCI Operating System	379-BEHV	-	1	-
All Flash Node, Azure Stack HCI	350-BCBP	-	1	-
Luggage Tag Label, Azure Stack HCI	350-BCBR	-	1	-
Lug Tag, Azure Stack HCI AX-750	350-BCGU	-	1	-
IDM, AX-750	350-BCKG	-	1	-
Trusted Platform Module 2.0 V3	461-AAIG	-	1	-
2.5" Chassis with up to 24 SAS/SATA Drives	321-BGFC	-	1	-
Intel Xeon Gold 6334 3.6G, 8C/16T, 11.2GT/s, 18M Cache, Turbo, HT (165W) DDR4-3200	338-CBXI	-	1	-
Intel Xeon Gold 6334 3.6G, 8C/16T, 11.2GT/s, 18M Cache, Turbo, HT (165W) DDR4-3200	338-CBXI	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
Heatsink for 2 CPU with GPU configuration	412-AAVC	-	1	-
Performance Optimized	370-AAIP	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
No RAID	780-BCDI	-	1	-
Dell HBA355i Controller Front	405-AAXY	-	1	-
Front PERC Mechanical Parts, for 2.5" x24 SAS/SATA Chassis	750-ADED	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
Very High Performance Fan x6	750-ADGJ	-	1	-
Dual, Hot-Plug, Power Supply Redundant (1+1), 1400W, Mixed Mode	450-AJHG	-	1	-
Riser Config 2, Full Length, 4x16, 2x8 slots, DW GPU Capable	330-BBRW	-	1	-
R750 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BFGT	-	1	-
iDRAC9 Datacenter 15G	528-CRVW	-	1	-

OpenManage Integration with MS Windows Admin Center Premium License for MSFT HCI Solutions, Perpetual	528-CJIT	-	1	-
Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0	540-BCOC	-	1	-
Azure Stack HCI, 2U Standard Bezel	325-BEEY	-	1	-
BOSS-S2 controller card + with 2 M.2 240GB (RAID 1)	403-BCMG	-	1	-
BOSS Cables and Bracket for R750 (Riser 1)	470-AERR	-	1	-
No Quick Sync	350-BBYX	-	1	-
iDRAC, Legacy Password	379-BCSG	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
Microsoft Azure Stack HCI OS 22H2	634-BZYZ	-	1	-
Windows Server 2022 Datacenter, 16CORE, DF Recovery Image, Multi Lang, (Downgrade not included)	528-CSCT	-	1	-
Windows Server 2022 Datacenter, 16CORE, Secondary OS, Media Kit, Multi Lang, (Downgrade not included)	634-BYLT	-	1	-
Microsoft SQL Server 2022 Standard, OEM, Includes 5 USER CALs, NFI with SQL2019/2017 DWGD Media	634-BZWL	-	1	-
Windows Server 2022 Datacenter, 16CORE, Secondary OS, No MEDIA, Unlimited VMs	634-BYKB	-	1	-
ReadyRails Sliding Rails	770-BBBQ	-	1	-
Cable Management Arm, 2U	770-BDRQ	-	1	-
Fan Foam, HDD 2U	750-ACOM	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
PowerEdge R750 Shipping	340-CULS	-	1	-
PowerEdge R750 Shipping Material	481-BBFG	-	1	-
PowerEdge R750 CE Marking, No CCC Marking	389-DYHE	-	1	-
Dell/EMC label (BIS) for 2.5" Chassis	389-DYHF	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	865-7971	-	1	-
ProSupport Plus Next Business Day Onsite Service After Problem Diagnosis 5 Years	865-8055	-	1	-
ProSupport Plus 7X24 Technical Support and Assistance 5 Years	865-8056	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
Keep your Hard Drive For Enterprise 5 Years	865-8093	-	1	-
ProDeploy Plus No Charge Training 200	812-4011	-	1	-
ProDeploy Plus for AX 1U-2U	839-3618	-	1	-
32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8	370-AGDS	-	16	-
960GB SSD vSAS Mixed Use 12Gbps 512e 2.5in Hot-Plug ,AG Drive SED, 3DWPD	345-BCVV	-	8	-
Jumper Cord - C13/C14, 0.6M, 250V, 13A (North American, Guam, North Marianas, Philippines, Samoa)	492-BBDH	-	2	-
Mellanox ConnectX-5 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile, V2	540-BDIN	-	1	-
Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 1 Meter	470-ACES	-	1	-
5-pack of Windows Server 2022/2019 User CALs (Standard or Datacenter)	634-BYKL	-	1	-

10-pack of Windows Server 2022/2019 User CALs (Standard or Datacenter)	634-BYKG	-	1	-
50-pack of Windows Server 2022/2019 User CALs (Standard or Datacenter)	634-BYKK	-	1	-
Microsoft SQL Server 2022 Standard, 5 USER CALs Only OEM, No Media, NFI	634-BZVW	-	3	-

			Quantity	Subtotal
		\$38,396.23	1	\$38,396.23

AX-750 - [AMER_AX-750_15374] (2)

Estimated delivery if purchased today:

Oct. 02, 2023

Contract # C000000010849

Customer Agreement # MNWNC-108 / 05815-003

Description	SKU	Unit Price	Quantity	Subtotal
2.5 Chassis	379-BDTF	-	1	-
SAS/SATA Backplane	379-BDSS	-	1	-
No Rear Storage	379-BDTE	-	1	-
No GPU Enablement	379-BDSR	-	1	-
Dell EMC AX-750	210-BBSN	-	1	-
Azure Stack HCI Operating System	379-BEHV	-	1	-
All Flash Node, Azure Stack HCI	350-BCBP	-	1	-
Luggage Tag Label, Azure Stack HCI	350-BCBR	-	1	-
Lug Tag, Azure Stack HCI AX-750	350-BCGU	-	1	-
IDM, AX-750	350-BCKG	-	1	-
Trusted Platform Module 2.0 V3	461-AAIG	-	1	-
2.5" Chassis with up to 24 SAS/SATA Drives	321-BGFC	-	1	-
Intel Xeon Gold 6334 3.6G, 8C/16T, 11.2GT/s, 18M Cache, Turbo, HT (165W) DDR4-3200	338-CBXI	-	1	-
Intel Xeon Gold 6334 3.6G, 8C/16T, 11.2GT/s, 18M Cache, Turbo, HT (165W) DDR4-3200	338-CBXI	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
Heatsink for 2 CPU with GPU configuration	412-AAVC	-	1	-
Performance Optimized	370-AAIP	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
No RAID	780-BCDI	-	1	-
Dell HBA355i Controller Front	405-AAXY	-	1	-
Front PERC Mechanical Parts, for 2.5" x24 SAS/SATA Chassis	750-ADED	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
Very High Performance Fan x6	750-ADGJ	-	1	-
Dual, Hot-Plug, Power Supply Redundant (1+1), 1400W, Mixed Mode	450-AJHG	-	1	-
Riser Config 2, Full Length, 4x16, 2x8 slots, DW GPU Capable	330-BBRW	-	1	-
R750 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BFGT	-	1	-
iDRAC9 Datacenter 15G	528-CRVW	-	1	-
OpenManage Integration with MS Windows Admin Center Premium License for MSFT HCI Solutions, Perpetual	528-CJIT	-	1	-
Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0	540-BCOC	-	1	-

Azure Stack HCI, 2U Standard Bezel	325-BEEY	-	1	-
BOSS-S2 controller card + with 2 M.2 240GB (RAID 1)	403-BCMG	-	1	-
BOSS Cables and Bracket for R750 (Riser 1)	470-AERR	-	1	-
No Quick Sync	350-BBYX	-	1	-
iDRAC,Legacy Password	379-BCSG	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
Microsoft Azure Stack HCI OS 22H2	634-BZYZ	-	1	-
Windows Server 2022 Datacenter,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included)	528-CSCT	-	1	-
Windows Server 2022 Datacenter,16CORE,Secondary OS,Media Kit, Multi Lang, (Downgrade not included)	634-BYLT	-	1	-
Windows Server 2022 Datacenter,16CORE,Secondary OS,No MEDIA,Unlimited VMs	634-BYKB	-	1	-
ReadyRails Sliding Rails	770-BBBQ	-	1	-
Cable Management Arm, 2U	770-BDRQ	-	1	-
Fan Foam, HDD 2U	750-ACOM	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
PowerEdge R750 Shipping	340-CULS	-	1	-
PowerEdge R750 Shipping Material	481-BBFG	-	1	-
PowerEdge R750 CE Marking, No CCC Marking	389-DYHE	-	1	-
Dell/EMC label (BIS) for 2.5" Chassis	389-DYHF	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	865-7971	-	1	-
ProSupport Plus Next Business Day Onsite Service After Problem Diagnosis 5 Years	865-8055	-	1	-
ProSupport Plus 7X24 Technical Support and Assistance 5 Years	865-8056	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
Keep your Hard Drive For Enterprise 5 Years	865-8093	-	1	-
ProDeploy Plus No Charge Training 200	812-4011	-	1	-
ProDeploy Plus for AX 1U-2U	839-3618	-	1	-
32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8	370-AGDS	-	16	-
960GB SSD vSAS Mixed Use 12Gbps 512e 2.5in Hot-Plug ,AG Drive SED, 3DWPD	345-BCVV	-	8	-
Jumper Cord - C13/C14, 0.6M, 250V, 13A (North American, Guam, North Marianas, Philippines, Samoa)	492-BBDH	-	2	-
Mellanox ConnectX-5 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile, V2	540-BDIN	-	1	-
Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 1 Meter	470-ACES	-	1	-

Subtotal:	\$83,034.93
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$6,512.07
Total:	\$89,547.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000161191791.1	Sales Rep	Matty Robinson
Total	\$3,914.29	Phone	(800) 456-3355, 6181884
Customer #	17699553	Email	Matty_Robinson@Dell.com
Quoted On	Sep. 15, 2023	Billing To	JOHN CLARY
Expires by	Oct. 15, 2023		TOPPENISH POLICE DEPT
Contract Name	Dell NASPO Computer Equipment PA - Washington		516 W 2ND AVE
Contract Code	C000000010849		TOPPENISH, WA 98948-1605
Customer Agreement #	MNWNC-108 / 05815-003		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Matty Robinson

Shipping Group

Shipping To	Shipping Method
JOHN CLARY TOPPENISH POLICE DEPT 516 W 2ND AVE TOPPENISH, WA 98948-1605 (509) 865-1629	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell 960GB SSD vSAS SED Mixed Use 512e 2.5in Hot-plug 3 DWPD	\$1,812.17	2	\$3,624.34

Subtotal:	\$3,624.34
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$0.00
Taxable Amount:	\$3,624.34
Estimated Tax:	\$289.95

Total:	\$3,914.29
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Shipping Group Details

Shipping To

JOHN CLARY
 TOPPENISH POLICE DEPT
 516 W 2ND AVE
 TOPPENISH, WA 98948-1605
 (509) 865-1629

Shipping Method

Standard Delivery

	Quantity	Subtotal
Dell 960GB SSD vSAS SED Mixed Use 512e 2.5in Hot-plug 3 DWPD	2	\$3,624.34

Estimated delivery if purchased today:

Sep. 22, 2023

Contract # C000000010849

Customer Agreement # MNWNC-108 / 05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell 960GB SSD vSAS SED Mixed Use 512e 2.5in Hot-plug 3 DWPD	345-BCKI	-	2	-

Subtotal:	\$3,624.34
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$289.95
Total:	\$3,914.29

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Electronically linked terms and descriptions are available in hard copy upon request.

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology payment solution. Enclosed is a payment solution for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Expiration Date: 10/19/2023

Solution Details

Quote	Description	Subtotal	60 Month Rotation		60 Month Ownership	
			Rate Factor	Payment	Rate Factor	Payment
3000161191061.1	AX-750 - [AMER_AX-750_15374]	\$44,638.70	0.23871	\$10,655.70	0.24787	\$11,064.59
	AX-750 - [AMER_AX-750_15374] (2)	\$38,396.23	0.23871	\$9,165.56	0.24787	\$9,517.27
3000161191791.1	Dell 960GB SSD vSAS SED Mixed Use 512e 2.5in Hot-plug 3 DWPD	\$3,624.34	0.23871	\$865.17	0.24787	\$898.37
Totals		\$86,659.27		\$20,686.43		\$21,480.23

*Personal Property Taxes (PPT) will apply to this lease.

Proposal Notes
PPT rate blended into Rate Factor. Estimated taxes EXCLUDED from subtotal.

End of Term Options

Below are the typical end of term options:

Rotation options:

1. Exercise the option to purchase the products at their then "fair market value" as determined by lessor;
2. Return all products to lessor at the lessee's expense; or,
3. Renew the lease on a month to month or fixed term basis.

Ownership options: includes Tax Exempt (TELP)

1. Exercise the option to purchase the products for one dollar; or,
2. For an agreed upon fee, return all products to lessor at lessee's expense.

Additional Information

LEASE QUOTE:

Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract. If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a personal property tax on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER:

The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR1DF-27, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE:

The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT:

The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION:

In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

Joe Sarabia
 Financial Sales | Public - West
 737-270-9129
 joe.sarabia@dell.com

Payment solutions provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of a payment solution. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, licensing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation. Upon expiration, lease rates may be changed in the event that market rates change. Subject to applicable law and regulations. Restrictions and additional requirements may apply to transactions with governmental or public entities.



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

VAN DONLEY,

Thank you for considering CDW•G for your technology needs. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CCCNH3	9/20/2023	SERVER REPLACEMENT - 2023	13464261	\$14,299.45

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
CyberPower BP72V60ART2U - battery enclosure - lead acid - 9 Ah Mfg. Part#: BP72V60ART2U UNSPSC: 43201601	2	2907909	\$1,011.70	\$2,023.40
Microsoft Windows Server Datacenter Edition - software assurance - 16 cores Mfg. Part#: AAA-90058-CF6-3 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSPO16-130652 06016)	2	5722913	\$2,981.83	\$5,963.66
Microsoft Windows Server - software assurance - 1 user CAL Mfg. Part#: AAA-03790-CD5-3 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSPO16-130652 06016)	65	5178400	\$22.32	\$1,450.80
Microsoft SQL Server - software assurance - 1 user CAL Mfg. Part#: AAA-03344-CD5-3 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	20	5178404	\$111.52	\$2,230.40
Microsoft SQL Server Standard Edition - license & software assurance - 1 li Mfg. Part#: 228-11566 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSPO16-130652 06016)	1	6804489	\$602.42	\$602.42
Samsung T7 Shield USB 3.2 4TB Portable Solid State Drive - Black Mfg. Part#: MU-PE4T0S/AM Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	3	7268615	\$237.49	\$712.47

SUBTOTAL	\$12,983.15
SHIPPING	\$257.10
SALES TAX	\$1,059.20
GRAND TOTAL	\$14,299.45

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF TOPPENISH VAN DONLEY 21 W 1ST AVE TOPPENISH, WA 98948-1524 Phone: (509) 854-4292 Payment Terms:	Shipping Address: CITY OF TOPPENISH ATTN:VAN DONLEY 408 WASHINGTON AVE TOPPENISH, WA 98948 Phone: (509) 854-4292 Shipping Method: UPS Ground
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Rashena Hill | (866) 253-2510 | rashena.hill@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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