



**TOPPENISH CITY COUNCIL  
STUDY SESSION AGENDA  
SEPTEMBER 8, 2020 – 5:00 P.M.**

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**REMOTE MEETING INSTRUCTIONS:** Pursuant to Governor Inslee's Emergency Proclamation regarding suspending certain provisions of the Open Public Meetings Act during the COVID-19 Outbreak, Toppenish City Council Chambers will not be open for the public to attend the meeting in person.

To remotely attend this meeting register by selecting [Join a Meeting](#) [Meeting ID: 813 4459 6969] Call-in information for "listen-only" mode is: (253) 215-8782 [Meeting ID: 813 4459 6969] [Passcode: 829020] Email [heidi.riojas@cityoftoppenish.us](mailto:heidi.riojas@cityoftoppenish.us) or call (509) 865-6754 with questions.

1. Call to Order/Roll Call
2. AB 20-039: Resolution 2020-43: Approve Agreement with Yakima County Development Association to Distribute Coronavirus Relief Funds for Local Governments (CARES Act Funds) for Small Businesses
3. Receive 2021 Budget Calendar
4. Adjournment

Next Regular Council Meeting will be on September 14, 2020.



**CITY OF TOPPENISH**  
**REQUEST FOR COUNCIL ACTION**  
**Agenda Bill No.: 20-038**

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**Meeting Date:** September 8, 2020

**Subject:** Agreement with Yakima County Development Association (YCDA) to distribute CARES Act Funding for Small Businesses

**Attachments:** Resolution 2020-43: Agreement with YCDA for distribution of CARES Act Funding; Press Releases

**Presented by:** Lance Hoyt, City Manager

**Approved for Agenda By:** Lance Hoyt, City Manager

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**Discussion:**

City of Toppenish has been granted \$273,150 in CARES Act Relief Funding. The City will be requesting +/- \$80,000 of CARES Act eligible COVID-19 grant funding for City incurred COVID-19 related expenses. The remaining +/- \$193,150 can be distributed to Small Businesses located within the City of Toppenish city limits which were affected by COVID-19. The pass-through must be distributed through an eligible program and by an administrated via a qualified 501 C3. Yakima County Development Association (YCDA) is qualified and has recently administrated the Yakima County and Yakima City CARES Act Funding distribution to Small Businesses.

- Governor Inslee has directed the Washington State Department of Commerce to release a portion of the federal Coronavirus Relief Funds to local governments, which includes an award of \$273,150 for the City of Toppenish.
- June 22, 2020, the City entered a contract with the Department of Commerce to receive said reimbursement funds.
- City desires to pass Coronavirus Relief Funds to YCDA to distribute as grants to small businesses for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
- YCDA has processes and manpower in place to distribute Coronavirus Relief Funds as grants in a manner consistent with the Washington State Department of Commerce Coronavirus Relief Funds for Local Government Program Guidelines.

**Scope of Service:**

- YCDA will be responsible for distributing as grants to small businesses Coronavirus Relief Funds allocated to the City in a manner satisfactory to the City and consistent with any standards required by state or federal law, including the Washington State Department of Commerce Coronavirus Relief Funds for Local Government Program Guidelines.
- YCDA will use our Coronavirus Relief Funds funding to provide grants to small businesses with five or fewer employees for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
- Small businesses must be located within the corporate limits of the City of Toppenish.
- Small businesses' reimbursable expenses must be associated with the provision of economic support in connection with the COVID-19 public health emergency as provided under the Washington State Department of Commerce Coronavirus Relief Funds for Local Government Program Guidelines, Section 51., Eligible Costs - Expenses associated with the provision of economic support.
- YCDA will maintain program and financial records documenting eligibility, provisions of services, grants allocated, and decision-making.

- A total maximum of \$5,000 can be awarded to a Small Business with 5 or fewer employees including the owner. If the business has received other CARES funds, only a total of \$5,000 can be awarded. Example: If a business received \$2,000 for other CARES Act program, they would only be able to receive \$3,000 of our CARES Act funding. \$2,000+ \$3,000=\$5,000 Total.

**Schedule:**

- September 8, 2020 (Tuesday): City Council will consider adopting the CARES Act Funding Distribution agreement between YCDA and City of Toppenish and the accompanying Resolution authorizing the Agreement.
- September 16, 2020 (Wednesday): YDCA will “go live” with an online application in both English and Spanish. Applications will be available online on the City of Toppenish website and the YCDA website.
- September 18, 2020, and September 25, 2020 (Fridays): YCDA will be onsite in City Hall Council Chambers from 1:30 PM to 4:30 PM assisting Small Businesses in filling out the applications. (\*both English and Spanish)
- September 29, 2020 (Tuesday)at 5:00 PM: 14-day application period closes.
- October 5, 2020: YCDA will announce the successful CARES Act Fund Distribution Small Business Applications.

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**Fiscal Impact:** None

**Recommendation:** Motion to adopt Resolution 2020-43 authorizing the City Manager to sign the Agreement with YCDA for the Distribution of CARES Act Funds.

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

RESOLUTION 2020-43

**A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE  
CITY OF TOPPENISH, WASHINGTON, AND YAKIMA COUNTY  
DEVELOPMENT ASSOCIATION FOR THE PASS THROUGH AND USE  
OF WASHINGTON STATE DEPARTMENT OF COMMERCE  
CORONAVIRUS RELIEF FUNDS**

WHEREAS, Governor Inslee has directed the Washington State Department of Commerce to release a portion of the federal Coronavirus Relief Funds to local governments, which includes an award of \$273,150 for the City of Toppenish, and

WHEREAS, on June 22, 2020, the City entered into a contract with the Department of Commerce to receive said reimbursement funds, and

WHEREAS, the City desires to pass Coronavirus Relief Funds to Yakima County Development Association (YCDA) to distribute as grants to small businesses for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, and

WHEREAS, YCDA has processes in place to distribute Coronavirus Relief Funds as grants in a manner consistent with the Washington State Department of Commerce Coronavirus Relief Funds for Local Government Program Guidelines, and

WHEREAS, the City and YCDA have negotiated an Agreement which has been reduced to writing, and

WHEREAS, the approval of said agreement is in the best interest of the citizens of the City of TOPPENISH,

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

The Agreement between the City of Toppenish, Washington, and Yakima County Development Association for the pass through and use of Washington State Department of Commerce Coronavirus Relief Funds is approved, and the City Manager is authorized 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 meeting on September \_\_, 2020.

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MARK OAKS, Mayor

ATTEST:

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HEIDI RIOJAS, CMC, City Clerk

**AGREEMENT  
FOR THE PASS THROUGH AND USE OF  
WASHINGTON STATE DEPARTMENT OF COMMERCE  
CORONAVIRUS RELIEF FUNDS BETWEEN THE  
CITY OF TOPPENISH AND THE  
YAKIMA COUNTY DEVELOPMENT ASSOCIATION**

THIS AGREEMENT is entered into this \_\_\_\_ day of September, 2020, by and between the City of Toppenish (hereinafter referred to as the “City”) and the Yakima County Development Association (hereinafter referred to as “YCDA”).

WHEREAS, Governor Inslee has directed the Washington State Department of Commerce to release a portion of the federal Coronavirus Relief Funds to local governments, which includes an award of \$273,150 for the City of Toppenish, and

WHEREAS, on June 22, 2020, the City entered into a contract with the Department of Commerce to receive said reimbursement funds; and

WHEREAS, the City desires to pass Coronavirus Relief Funds to YCDA to distribute as grants to small businesses for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and

WHEREAS, YCDA has processes in place to distribute Coronavirus Relief Funds as grants in a manner consistent with the Washington State Department of Commerce Coronavirus Relief Funds for Local Government Program Guidelines.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

**1. SCOPE OF SERVICE**

**Activities:** YCDA will be responsible for distributing as grants to small businesses Coronavirus Relief Funds allocated to the City in a manner satisfactory to the City and consistent with any standards required by state or federal law, including the Washington State Department of Commerce Coronavirus Relief Funds for Local Government Program Guidelines.

**Program Delivery:** YCDA will use Coronavirus Relief Funds funding to provide grants to small businesses for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.

- Small businesses must be located within the corporate limits of the City of Toppenish.
- Small businesses' reimbursable expenses must be associated with the provision of economic support in connection with the COVID-19 public health emergency as provided under the Washington State Department of Commerce Coronavirus Relief Funds for Local Government Program Guidelines, Section 51., Eligible Costs - Expenses associated with the provision of economic support.

**General Administration:** YCDA will maintain program and financial records documenting eligibility, provisions of services, grants allocated, and decision-making.

**2. NON-DISCRIMINATION IN CLIENT SERVICES**

- A. YCDA agrees to make all services available through this Agreement, and shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, or age:
  - i. Deny a qualified individual any facilities, financial aid, services, or other benefits provided under this Agreement.
  - ii. Provide any service(s) or other benefits to a qualified individual which are different, or are provided in a different manner, from those provided to others under this Agreement separate treatment in any manner related to the receipt of any service(s) or other benefits provided under this Agreement.
  - iii. Deny any qualified individual an opportunity to participate in any program provided by this Agreement through the provision of service(s) or otherwise or will afford the individual an opportunity to do so which is different from that afforded others under this Agreement.
  
- B. YCDA shall abide by all provisions of Section 504 of the HEW Rehabilitation Act of 1973 prohibiting discrimination against handicapped individuals either through purpose or intent.
  
- C. If assignment and/or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each Contractor or Subcontractor. YCDA shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.

**3. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities listed below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

City:

Lance Hoyt, City Manager  
City of Toppenish  
21 West First Avenue  
Toppenish, WA 98948  
(509) 865-6319

YCDA:

Jonathan Smith  
Yakima County Development Association  
10 North 9th Street  
Yakima, WA 98901  
(509) 575-1140

**4. SPECIAL CONDITIONS**

- A. Applicants must provide proof of a valid City of Toppenish business license.
  
- B. Applicants must be small for-profit businesses with five or fewer employees, including owner(s) and have been in business for at least one year prior to the date of application in the city limits of the City of Toppenish.

- C. YCDA shall have each business sign an agreement certifying that the business will only use the dollars for eligible expenses as described in the agreement, and that the business will keep records and receipts of how it spent the funds for seven (7) years.
- D. YCDA shall provide updates to the City Council upon request and provide an update at the first City Council business meeting in October and the first City Council business meeting in November.

## **5. GENERAL CONDITIONS**

The following requirements are applicable to all activities undertaken with CARES Act funds.

### **A. General Compliance**

Funds under this Agreement are made available and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, relief, and Economic Security Act (CARES Act) and Title V and VI of the CARES Act. YCDA agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and any issues analysis, issued by YCDA describing programs or projects funded in whole or in part with federal funds under this Agreement shall contain the following statement: "This project was supported by a grant awarded by US Department of the Treasury. Points of view within this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant Funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."

### **B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. YCDA shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Federal and/or State Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as YCDA is an independent contractor.

### **C. Hold Harmless and Indemnification**

YCDA agrees that it is financially responsible for any audit exception or other financial loss to the City which occurs due to its negligence or its failure to comply with the terms of this Agreement.

- i. YCDA further agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from and against any and all claims, demands and/or causes of action of any kind or character whatsoever arising out of or in connection with the performance of this Agreement by YCDA, its employees, subcontractors, agents, or volunteers for any and all claims by any persons for alleged personal injury, death, or damage to their persons or property to the extent caused by the negligent acts, errors or omissions of YCDA, its employees, agents, subcontractors, volunteers or representatives. In the event that any suit or claim for damages based upon such claim, action, loss, or damages is brought against the City, YCDA shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and/or its officers, agents, and/or employees or any of them or jointly against the City and YCDA and its respective officers, agents, subcontractors, employees, volunteers or

any of them, YCDA agrees to fully satisfy the same and YCDA shall reimburse the City for any cost and expense which the City has incurred as a result of such claim or suit, including, but not limited to attorneys' fees, costs and appeal costs and fees. The provisions of this section shall survive the expiration or termination of this Agreement.

D. Insurance

- i. YCDA shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by YCDA, its agents, representatives, or employees.
- ii. YCDA's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of YCDA to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- iii. YCDA shall obtain insurance of the types and coverage described below:
  - a. Commercial General Liability. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under YCDA's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
  - b. Commercial Automobile Liability Insurance. If YCDA owns any vehicles, before this Agreement is fully executed by the parties, YCDA shall provide the City with proof of commercial automobile liability insurance. Automobile liability shall apply to any auto and be shown on the certificate. In the event YCDA does not own any vehicles, or uses non-owned vehicles in its operations, YCDA shall provide proof of coverage for non-owned and hired automobile liability.
  - c. Workers' Compensation. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  - d. Professional Liability. Professional Liability insurance appropriate to YCDA's profession. Professional liability shall include coverage for its employees and officers and all contracts, volunteers and individuals performing professional services for YCDA. This requirement may be met instead by a combination of YCDA's professional liability insurance and professional liability insurance of all others performing services for YCDA in the minimum amounts shown below.
  - e. Directors' and Officers' Insurance. Directors' and Officers' insurance appropriate to YCDA's actions. If the Professional Liability policy covers the actions of YCDA's directors and officers that would be covered under a Directors' and Officers' policy, this requirement may be met by that liability insurance.
- iv. YCDA shall maintain the following insurance limits:

- a. Commercial General Liability. YCDA shall maintain Commercial General Liability insurance with limits of no less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate.
- b. Commercial Automobile Liability. YCDA shall maintain either Commercial Automobile Liability insurance and/or Non-Owned and Hired Automobile Insurance with limits of no less than \$1,000,000.00 per occurrence combined single limit body injury and property damage.
- c. Professional Liability. YCDA shall maintain Professional Liability insurance with limits of no less than \$500,000.00.
- d. Fidelity Insurance. YCDA shall maintain an ERISA Fidelity policy or bond in the amount of \$500,000.00.
- v. If any of the required insurance provides coverage on a claims-made basis:
  - a. The retroactive date must be on or before the date of the Agreement or the beginning of services provided to the City. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after expiration or termination of the Agreement.
  - b. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, YCDA must purchase “extended reporting” coverage for a minimum of five (5) years after completion of services provided by this Agreement.
  - c. YCDA’s Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of YCDA’s insurance and shall not contribute with it. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
  - d. YCDA shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of YCDA before commencement of the work.
  - e. YCDA shall provide the City with written notice of any policy cancellation within five (5) business days of their receipt of such notice.
  - f. Failure on the part of YCDA to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days’ notice to YCDA to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due YCDA from the City.
  - g. If YCDA maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess liability maintained by YCDA, irrespective of whether such limits maintained by YCDA are greater than those required by this Agreement or

whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by YCDA.

- h. YCDA shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. YCDA agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

#### E. YCDA Recognition

YCDA shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, YCDA will include a reference to the support provided herein by the City in all publications, announcements, or marketing associated with the funds made available under this Agreement.

#### F. Amendments

The City or YCDA may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or YCDA from its obligations under this Agreement.

#### G. Assignment and/or Subcontracting

YCDA shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the City. The City has the sole authority to decide whether assignment and/or subcontracting will be allowed. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

#### H. Suspension or Termination

- i. Termination for Cause. The City may suspend or terminate this Agreement if YCDA materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:
  - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and applicable guidelines, policies or directives as may become applicable at any time;
  - b. Failure, for any reason, of YCDA to fulfill in a timely and proper manner its obligations under this Agreement;
  - c. Ineffective or improper use of funds provided under this Agreement; or
  - d. Submission by YCDA to the City reports that are incorrect or incomplete in any material respect.
- ii. Termination for Convenience. This Agreement may be terminated at any time, in whole or in part, upon the written agreement of YCDA and the City.

- iii. Termination for Withdrawal, Reduction or Limitation of Funding. In the event that funding from the Department of Commerce is withdrawn, reduced or limited in any way after the effective date of this Agreement, and prior to its normal completion, the City may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provision of this Agreement. If the level of funding so reduced or limited is so great that the City deems that the continuation of the program covered by this Agreement is no longer in the best interest of the public, the City may summarily terminate this Agreement in whole notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice by YCDA.

The City agrees to promptly notify YCDA of any proposed reduction in funding. YCDA agrees that upon receipt of such notice it shall take appropriate and reasonable action to reduce its spending in the affected funding area so that expenditures do not exceed the funding level which would result if said proposed reduction became effective.

- iv. Inspection and Disclosure of Records

YCDA understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or YCDA's responsibilities with respect to services provided under this Agreement, or otherwise required by law, is prohibited unless written consent is obtained from such person receiving service.

The City and YCDA acknowledge that this Agreement and any other information provided by it to the City and/or relevant to the program(s) described in the Exhibit(s) and Attachment(s) are subject to the Washington State Public Records Act, Chapter 42.56 RCW. Records relating to this Agreement shall at all times be subject to inspection by the City.

This section shall survive any expiration or termination of this Agreement.

## **6. PERSONNEL AND PARTICIPANT CONDITIONS**

### **A. Nondiscrimination.**

- i. General:

YCDA shall comply with all Federal, State and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, the presence of any sensory, mental or physical handicap or any other group protected under local, state or federal law existing or hereafter created. These requirements are specified in RCW chapter 49.60; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063; Executive Order 11246; Section 3 of the Housing and Urban Development Act of 1968; Section 504 of the Rehabilitation Act of 1973; and, the Age Discrimination Act of 1975.

- ii. Specific Discriminatory Actions Prohibited:

YCDA may not, under any program or activity to which this Agreement may apply, directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- a. Deny any person facilities, services, financial aid, or other benefits provided under the program or activity;
- b. Provide any persons with facilities, services, financial aid, or other benefits which are different, or are provided in a different form, from that provided to others under the same program or activity;
- c. Subject any person to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit under the program or activity;
- d. Restrict in any way access to, or in the enjoyment of, any advantage or privilege enjoyed by others in connection with facilities, services, financial aid, or other benefits under the program or activity;
- e. Treat any person differently from others in determining whether the person satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any facilities, services or other benefit provided under the program or activity; or
- f. Deny any person any opportunity to participate in a program or activity as an employee.

YCDA shall not use criteria or methods of administration that have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

#### B. Lobbying.

YCDA certifies, to the best of its knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.
- ii. 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 Federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. YCDA shall require that the language of this certification, or equivalent language, be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

C. Conflict of Interest

The City may, by written notice to YCDA:

- i. Terminate this Agreement if it is found, after due notice and an opportunity to respond, by the City that gratuities in the form of entertainment, gifts, or otherwise offered or given by the YCDA, or agent or representative of YCDA, to any officer, elected official or employee of the City, with a view towards securing this Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to this Agreement.
- ii. In the event this Agreement is terminated as provided in (i) above, the City shall be entitled to pursue the same remedies against YCDA as it could pursue in the event of a breach of the Agreement by YCDA. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- iii. YCDA warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. YCDA further warrants and covenants that in the performance of this Agreement, no person having such interest shall be employed.

D. Other Federal Requirements

The absence of mention in this Agreement of any other Federal requirements which apply to the award and expenditure of the Federal funds made available by this Agreement is not intended to indicate that those Federal requirements are not applicable to YCDA activities. YCDA shall comply with all other Federal requirements relating to the expenditure of Federal funds, including but not limited to: The Architectural Barriers Act of 1968 (42 U.S.C. 4151), and the Hatch Act (5 U.S.C. Chapter 15). Additionally, YCDA shall comply with the Federal requirements described by 24 CFR Part 570, Sections 600 through 603; Section 605; and Sections 607 through 612.

**7. GOVERNING LAW AND VENUE**

- A. The venue for any action to enforce or interpret this Agreement shall be in the Superior Court of Washington for Yakima County.
- B. This Agreement has been and shall be construed under the laws of the State of Washington.

**8. SEVERABILITY**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if

the Agreement did not contain the particular provision held to be invalid. If it should appear that any provision hereof is in conflict with any federal or state statutory provision, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

**9. WAIVER**

The City’s failure to act with respect to a breach by YCDA does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**10. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the City and YCDA for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and YCDA with respect to this Agreement.

**11. SURVIVAL**

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this agreement and shall be binding on the parties to this Agreement.

DATED this \_\_\_\_\_ day of September, 2020.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF TOPPENISH

YAKIMA COUNTY  
DEVELOPMENT ASSOCIATION

\_\_\_\_\_  
Lance Hoyt, City Manager

\_\_\_\_\_  
Jonathan Smith, Director

ATTEST:

\_\_\_\_\_  
Heidi Riojas, City Clerk

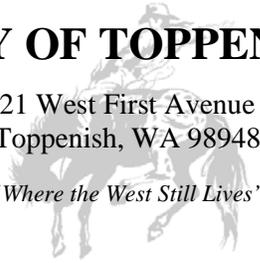
APPROVED AS TO FORM:

\_\_\_\_\_  
Gary M. Cuillier, City Attorney

# CITY OF TOPPENISH

21 West First Avenue  
Toppenish, WA 98948

*"Where the West Still Lives"*



## PRESS RELEASE

### City of Toppenish Small Business Grants

**For immediate release: Tuesday, September 15, 2020**

The City of Toppenish has dedicated \$190,000 in funding for small business assistance with no repayment requirements.

City of Toppenish businesses are able to apply for up to \$5,000 to be used for expenses such as business rent/mortgage, business utilities, and business insurance expenses that were incurred on or after March 27, 2020.

To be eligible, the business must:

- Be a for-profit business
- Have a physical location in the city limits of the City of Toppenish
- Have been in operation for at least one year
- Have five (5) or fewer employees, including owner(s)
- Have had to close or reduce its capacity to operate due to COVID-19

The application cycle for this grant program will open on Wednesday, September 16, 2020. To have an application considered in the first ranking and awards, it must be submitted by 5:00 p.m. on Tuesday, September 29, 2020.

Businesses will need to submit their business license with the application. Businesses are able to find more information on how to apply at [www.cityoftoppenish.us](http://www.cityoftoppenish.us).

The Yakima County Development Association (YCDA) is assisting the City with administering the application process. If the business owner has questions or needs help completing the application, they can make an appointment to meet YCDA staff for assistance by calling (509) 575-1140.

This program is funded through the Coronavirus Relief Funds for Local Governments. Funds are available on a limited basis. Please note that submitting an application does not guarantee a grant award.

# CITY OF TOPPENISH

21 West First Avenue  
Toppenish, WA 98948

*"Where the West Still Lives"*

## PRENSA

### Ciudad de Toppenish Subvenciones para negocios pequeños

#### **Para su liberación inmediata: martes, 15 de septiembre de 2020**

La Ciudad de Toppenish ha dedicado \$190,000 en fondos sin requerimientos de reembolsar para asistir negocios pequeños.

Los negocios en la Ciudad de Toppenish pueden solicitar hasta \$5,000 para ser utilizados para gastos tales como rentas del negocio, servicios públicos del negocio y gastos de seguridad de negocios que se incurrieron en o después del 27 de marzo de 2020.

Para ser elegible, el negocio debe:

- Ser un negocio con fines de lucro
- Tener una ubicación física en los límites de la ciudad de Toppenish
- Han estado en funcionamiento durante al menos un año
- Tener cinco (5) o menos empleados, incluyendo propietario(s) o dueño(s)
- Ha tenido que cerrar o reducir su capacidad de operar debido a COVID-19

El ciclo de solicitud para este programa de becas se abrirá el miércoles 16 de septiembre de 2020. Para tener una solicitud considerada en el primer ciclo, debe presentar la solicitud antes de las 5:00 p.m. del martes 29 de septiembre de 2020.

Las empresas/negocios tendrán que presentar su licencia comercial con la aplicación. Las empresas/negocios pueden encontrar más información sobre cómo aplicar en [www.cityoftoppenish.us](http://www.cityoftoppenish.us).

Yakima County Development Association (YCDA) está ayudando a la Ciudad a administrar el proceso de solicitud. Si el propietario o dueño de la empresa/negocio tiene preguntas o necesita ayuda para completar la solicitud, puede hacer una cita para reunirse con el personal de YCDA para obtener ayuda llamando al (509) 575-1140.

Este programa es financiado a través de los Fondos de Alivio de Coronavirus para gobiernos locales (Coronavirus Relief Funds for Local Governments). Los fondos están disponibles de forma limitada. Tenga en cuenta que la presentación de una solicitud no garantiza un premio de subvención.

<b>City of Toppenish 2021 Budget Calendar</b>	
<b>September 8</b>	<ul style="list-style-type: none"> <li>• Present Budget Calendar to City Council.</li> </ul>
<b>September 14</b>	<ul style="list-style-type: none"> <li>• Budget request to all department managers and directors.</li> </ul>
<b>September 14 thru 27</b>	<ul style="list-style-type: none"> <li>• Department managers and directors prepare estimates of revenues and expenditures.</li> <li>• Finance Director prepares estimates for debt service and all other estimates.</li> </ul>
<b>September 28</b>	<ul style="list-style-type: none"> <li>• Budget estimates from department managers and directors filed with Finance Director.</li> <li>• Set Public Hearing for revenue sources and 2021 property tax levy (11/23).</li> <li>• Set Public Hearing for the Proposed 2021 Preliminary Budget (11/23).</li> <li>• Set Public Hearing for the Proposed 2021 Final Budget (12/7).</li> </ul>
<b>October 1</b>	<ul style="list-style-type: none"> <li>• Finance Director provides estimates filed by department managers and directors to City Manager showing complete financial program.</li> </ul>
<b>October 5</b>	<ul style="list-style-type: none"> <li>• City Manager provides Council with estimates of revenues from all sources including estimates prepared by the Finance Director for consideration of setting property tax levy.</li> </ul>
<b>November 2</b> <b>November 9</b> <b>November 16</b>	<ul style="list-style-type: none"> <li>• City Manager prepares budget and budget message. Files with Finance Director and City Council.</li> <li>• City Council receives budget presentations.</li> <li>• Special Council Meeting for budget presentations.</li> </ul>
<b>November 14 and 21</b>	<ul style="list-style-type: none"> <li>• City Clerk publishes notices of preliminary budget and final hearing.</li> </ul>
<b>November 20</b>	<ul style="list-style-type: none"> <li>• Preliminary budget available to public.</li> </ul>
<b>November 23</b>	<ul style="list-style-type: none"> <li>• Public hearing for revenue sources for levy setting.</li> <li>• Public hearing for preliminary budget.</li> </ul>
<b>December 7</b>	<ul style="list-style-type: none"> <li>• Public Hearing for final budget.</li> <li>• Adopt 2021 Budget.</li> </ul>

## Budget Maker Roles

The roles of the budget makers may vary by municipality. For instance, many of the budget statutes refer to the “clerk,” but the title of “clerk” might be the clerk-treasurer or finance director in your jurisdiction. The “clerk” is defined in statute as “the officer performing the functions of a finance or budget director, comptroller, auditor, or by whatever title [the officer] may be known...”

Similarly, the statutes refer to the “chief administrative officer” (CAO), but this definition includes mayors, city managers/administrators, or the budget/finance officer designated by the CAO to perform these functions. The guidelines and procedures posted here reflect the statutory language.

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### Step 1: Clerk Issues Budget Request

**Statutory Deadline:** On or before the second Monday in September, or at such time as the city or town may provide by ordinance or charter. See: [RCW 35.33.031](#) / [RCW 35A.33.030](#)

The budget process begins with the “request for budget” when the clerk requests all department heads and those in charge of municipal offices to prepare detailed estimates of the probable revenue from sources other than [ad valorem \(property\) taxes](#) and of all expenditures required by his or her department for the next fiscal year (calendar year).

The clerk is responsible for preparing the estimates for interest and debt redemption requirements and all other estimates not being prepared by the department heads, including the amount to be raised by ad valorem taxes and unencumbered fund balances estimated to be available at year end.

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### Step 2: Estimates Filed with Clerk

**Statutory Deadline:** On or before the fourth Monday in September, or at such time as the city or town may provide by ordinance or charter. See: [RCW 35.33.031](#) / [RCW 35A.33.030](#)

Within 14 days of the request for budget (unless your jurisdiction has established a separate timeline) all department heads and program managers must file their estimates of revenue and expenditures for their programs and/or departments with the clerk.

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### Step 3: Clerk Presents Preliminary Budget to CAO

**Statutory Deadline:** On or before the first business day in the third month (October) prior to beginning of the fiscal year, or at such time as the city or town may provide by ordinance or charter. See: [RCW 35.33.051](#) / [RCW 35A.33.050](#)

Upon receipt of the estimates prepared by department heads and program managers, the clerk must submit the proposed preliminary budget to the CAO. The preliminary budget should set forth the complete financial program, showing expenditures requested by each department and the proposed sources of revenue by which those programs will be financed. The CAO then may make modifications, revisions, or additions as they see fit.

The RCW additionally requires that the revenue and expenditure sections be presented for each fund in a comparative form that will display the actuals for the last fiscal year, the estimates for the current fiscal year, and the budget projections for the ensuing fiscal year.

The revenue section must include the amount to be raised from property tax levies and unencumbered fund balances estimated to be available at the close of the current fiscal year. The expenditures must include a salary or salary range for each office, position, or job classification. Salaries may be set out in total amounts under each department if a detailed schedule of such salaries and positions is attached to and made a part of the budget document.

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## Step 4: CAO Presents Preliminary Budget to Legislative Body

**Statutory Deadline:** No later than the first Monday in October. See: [RCW 35.33.135](#) / [RCW 35A.33.135](#)

Once the CAO has approved the preliminary budget, making modifications as necessary, they present it to the legislative body along with current information on estimates of revenues from all sources as adopted in the budget for the current year.

The legislative body must hold a public hearing (see below) on revenue sources for the coming year's budget, including consideration of possible increases in property tax revenues. See [RCW 84.55.120](#).

Due to the number of public hearings required of cities and towns during the budget process, we suggest that the property tax hearing precede the preliminary budget hearing, which would place the property tax levy hearing sometime between mid-October and mid-November.

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## Step 5: CAO Files Final Budget Proposal with Clerk

**Statutory Deadline:** At least 60 days before the beginning of the next fiscal year. See: [RCW 35.33.055](#) / [RCW 35A.33.052](#)

The CAO prepares the preliminary budget in detail, making any revisions or additions to the reports of the department heads deemed advisable. Once this is filed with the clerk, it is considered the recommended final budget.

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## Step 6: CAO Files Final Budget Proposal/Budget Message with Legislative Body

**Statutory Deadline:** At least 60 days before the beginning of the next fiscal year. See: [RCW 35.33.057](#) / [RCW 35A.33.055](#)

The budget message is both a required element of the budget and key component of communicating the budget program and objectives. The RCW requires that the budget message contain the following key points:

- An explanation of the budget document.
- An outline of the recommended financial policies and programs of the city for the ensuing fiscal year.
- A statement of the relation of the recommended appropriation to such policies and programs.

- A statement of the reason for salient changes from the previous year in appropriation and revenue items.
  - An explanation for any recommended major changes in financial policy.
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## Step 7: Clerk Publishes Notice of Public Hearings

Public notice is required for each public hearing that must be held during the budget process. The number of public hearings held during the budget process may vary depending upon local policy or procedure. At a minimum there should be three hearings: a revenue hearing, a preliminary hearing, and a final hearing. (See Step 9 below.)

**Statutory Deadline:** Once the final budget proposal has been filed, notice of the final budget hearing must be published once a week for two consecutive weeks, although the statutes do not provide an exact deadline. The final hearing date is the first Monday in December, which requires the publication notice to be published in November. See: [RCW 35.33.061](#) / [RCW 35A.33.060](#)

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## Step 8: Clerk Distributes Budget Proposal to Public

**Statutory Deadline:** No later than six weeks before January 1. See: [RCW 35.33.055](#) / [RCW 35A.33.052](#)

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## Step 9: Public Hearings

The number of public hearings held during the budget process may vary depending upon local policy or procedure. At a minimum there should be three hearings, as reflected below.

**Statutory Deadlines:**

- **Revenue Hearing** – The legislative body must hold a public hearing on revenue sources for the coming year's budget ([RCW 84.55.120](#)), including consideration of possible increases in property tax revenues, prior to the ad valorem/property tax certification deadline, which is November 30 (see Step 10 below). After the hearing, a city may choose to pass an ordinance at the same meeting authorizing a property tax increase in terms of dollars and percent to comply with Referendum 47. Due to the number of public hearings required of cities and towns during the budget process, we suggest that the property tax hearing precede the preliminary budget hearing, which would place the property tax levy hearing sometime between mid-October and mid-November.
  - **Preliminary Hearing** – The legislative body, or a committee thereof, must schedule a preliminary hearing on the budget prior to the final budget hearing, which must be on or before the first Monday in December, and may require the presence of department heads. See [RCW 35.33.057](#) / [RCW 35A.33.055](#).
  - **Final Budget Hearing** – The legislative body must conduct a final budget hearing on or before the first Monday in December, and the hearing may be continued from day-to-day, but no later than December 7 (the 25th day prior to the next fiscal year). See [RCW 35.33.071](#) / [RCW 35A.33.070](#)
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## Step 10: Legislative Body Certifies Levy to County Assessor

**Statutory Deadline:** November 30. See [RCW 84.52.070](#).

By November 30, cities and towns must certify to the county assessor the amount of property taxes to be levied upon the property within their jurisdiction for the coming fiscal year.

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## Step 11: Legislative Body Adopts Budget

**Statutory Deadline:** Following the final public hearing and prior to the beginning of the ensuing fiscal year (no later than December 31). See: [RCW 35.33.075](#) / [RCW 35A.33.075](#)

The legislative body adopts budget for the ensuing year following the final public hearing and prior to the beginning of the next fiscal (calendar) year.

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## Step 12: Submit Adopted Budget to MRSC and SAO

**Statutory Deadline:** None. But recommended immediately following adoption. See: [RCW 35.33.075](#) / [RCW 35A.33.075](#)

In addition, code cities adopting an annual budget, and any city or town adopting a biennial budget, must also submit a copy to the State Auditor's Office.