



**EMERGENCY ORDER**  
**IN AND FOR THE CITY OF SEQUIM, WASHINGTON**  
**No. 2020-09**

**Regarding amending existing contract between City of Sequim and Boys & Girls Clubs of the Olympic Peninsula to provide for unbudgeted emergency funding to address the COVID-19 crisis.**

Policy/Budget  (Council)      **City Clerk use only:** Presented to Council \_\_\_\_\_  
Administrative (City Manager)

On March 16, 2020, at a special meeting of the City Council of the City of Sequim, the City Council issued a Proclamation of Civil Emergency due to the novel corona virus (COVID-19) outbreak that was identified as a pandemic by the World Health Organization on March 11, 2020.

The Proclamation of Civil Emergency was issued pursuant to Sequim Municipal Code 2.60, RCW 35A.38.010, and RCW 38.52.070(2) based on the public health threat posed by COVID-19 and is consistent with concurrent emergency declarations issued by the President of the United States and the Governor of the State of Washington.

On March 23, 2020 Governor Inslee issued Proclamation 20-25 – “Stay Home Stay Healthy”, which ordered everyone to shelter in place unless 1) performing essential activities and/or 2) working in essential business services.

On April 2, 2020 the Governor extended his emergency Proclamation (20-05) and his “Stay Home, Stay Healthy” Order until May 4, 2020 at 11:59 p.m.

RCW 38.52.070(2) allows agencies to enter into contracts to combat the emergency and protect public health and safety.

The response mandated by emergency orders addressing the pandemic have directly resulted in the abrupt closure of schools, businesses, and restaurants, and the closures are indefinite.

The COVID-19 pandemic and response has resulted in sudden widespread job loss in the city of Sequim and surrounding area.

The COVID-19 pandemic and response has interrupted or overwhelmed public and private resources, including schools, childcare providers, food banks, religious institutions, and subsidized or charitable meal services.

The COVID-19 pandemic and response threatens to exacerbate food insecurity, childcare arrangements for essential workers, and youth educational and recreational services in the city of Sequim and greater Sequim-Dungeness Valley.



The Boys & Girls Club of the Olympic Peninsula is an ideal organization to assist the community in providing a safe place for children and youth to receive educational and recreational services as well as nutritious meals but does not have the resources to meet the increased need on its own.

The City's Proclamation of Civil Emergency authorizes the City Manager to devote necessary resources to meet the challenges of this emergency.

The City Manager deems it necessary to provide unbudgeted emergency funding to the Boys & Girls Club to help meet the community needs described in this Order caused by COVID-19.

**NOW, THEREFORE, IT IS HEREBY DIRECTED AND ORDERED THAT:**

**Section 1.** The City of Sequim and the Boys & Girls Clubs of the Olympic Peninsula ("BGCOP") are parties to a three-year Contract to Provide Youth Recreational Programs and Services that was executed in February 2019. Due to the COVID-19 emergency, BGCOP's services are in greater demand than ever and so is their need for resources. The City has prepared an addendum to the 2019 contract that provides for additional City funds, not to exceed \$20,000, to be used to support BGCOP's operations as they help to address the current crisis. The contract addendum and its attachment are included.

**Section 2. Presentation, Ratification, Termination.** Emergency Orders issued under the March 16, 2020 Proclamation of Civil Emergency will be filed with the Legal Department and presented by the City Clerk as soon as practicable to the City Council for ratification and confirmation, modification, or rejection, if applicable.

Rejected orders will be void after the Council vote rejecting them.

Until such time as Council acts, Emergency Orders will be considered in full force and effect.

**Section 3. Duration.** Unless modified, extended, or terminated by the Sequim City Council or Sequim City Manager, as applicable, this Emergency Order is effective immediately and remains in effect until **May 4, 2020 at 11:59 p.m.** hours, unless extended.

SIGNED this 7<sup>th</sup> day of March, 2020, at — hours.

CITY OF SEQUIM

Charles P. Bush, City Manager

Approved as to form:

Kristina Nelson-Gross, City Attorney

Attest:

Sara McMillon, City Clerk

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## **ADDENDUM 1**

### **EMERGENCY AMENDMENT TO 2019-2021 CONTRACT TO PROVIDE YOUTH RECREATIONAL PROGRAMS AND SERVICES TO RESPOND TO COVID-19 EMERGENCY**

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THIS ADDENDUM 1 amends and is an emergency addendum to the Contract entered February 25, 2019 between the City of Sequim ("City"), a municipal corporation of the State of Washington, and the Boys & Girls Clubs of the Olympic Peninsula, a nonprofit 501(c)(3) organization licensed to do business in the State of Washington ("BGCOP" or "Contractor"), collectively "the Parties". This Addendum together with the 2019-2021 Contract ("base Contract") and any documents incorporated by reference in either document constitute the entire agreement of the Parties.

#### **RECITALS**

WHEREAS, on February 29, 2020, Governor Inslee issued Proclamation 20-05, proclaiming a State of Emergency for all counties throughout Washington State as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and confirmed person-to-person spread of COVID-19 in Washington State; and

WHEREAS, on March 16, 2020, at a special meeting of the City Council of the City of Sequim, the City Council issued a Proclamation of Civil Emergency due to the novel coronavirus (COVID-19) outbreak that was identified as a pandemic by the World Health Organization on March 11, 2020; and

WHEREAS, the Proclamation of Civil Emergency was issued pursuant to Sequim Municipal Code 2.60, RCW 35A.38.010, and RCW 38.52.070(2) based on the public health threat posed by COVID-19, and is consistent with concurrent emergency declarations issued by the President of the United States and the Governor of the State of Washington; and

WHEREAS, RCW 38.52.070(2) allows agencies to enter into contracts to combat the emergency and protect public health and safety; and

WHEREAS, the response mandated by emergency orders addressing the pandemic have directly resulted in the abrupt closure of schools, businesses, and restaurants, and the closures are indefinite; and

WHEREAS, the COVID-19 pandemic and response has resulted in sudden widespread job loss in the city of Sequim and surrounding area; and

WHEREAS, the COVID-19 pandemic and response has interrupted or overwhelmed public and private resources, including schools, childcare providers, food banks, religious institutions, and subsidized or charitable meal services; and

WHEREAS, the COVID-19 pandemic and response threatens to exacerbate food insecurity, childcare arrangements for essential workers, and youth educational and recreational services in the city of Sequim and greater Sequim-Dungeness Valley; and

WHEREAS, the BGCOP is an ideal organization to assist the community in providing a safe place for children and youth to receive educational and recreational services as well as nutritious meals, but does not have the resources to meet the increased need on its own; and

WHEREAS, the City's Proclamation of Civil Emergency allows it to devote necessary resources to meet the challenges of this emergency, which is not just local but worldwide, as follows:

1) ... [E]nter into contracts and incur obligations necessary to combat such emergency situations to protect the health and safety of persons and property;  
and

\* \* \*

6) Develop and implement creative solutions to provide relief to those impacted by the economic implications as deemed fiscally and legally appropriate ....

and

WHEREAS, the City Council has authorized the allocation of the City's funds for the purpose of assisting BGCOP in its emergency operations during the COVID-19 emergency;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

### **ADDENDUM 1**

#### **1. TERM OF ADDENDUM 1**

The term of this Addendum begins on the date of execution by all Parties and ends no later than the expiration of the City's Proclamation of Emergency, unless terminated earlier by either Party as set forth in the base Contract.

#### **2. SCOPE OF SERVICES UNDER ADDENDUM 1**

During the term of this Addendum the Parties will, respectively, provide the emergency services and resources set forth in Attachment A, incorporated into this Contract by this reference. The City will pay to Contractor an amount not to exceed **twenty-thousand dollars** (\$20,000.00) for the duration of this Contract unless mutually agreed upon by the Parties, for the services set forth in Attachment A.

#### **3. REPORTS AND INVOICING – COVID-19**

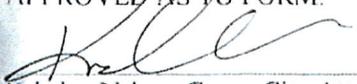
During the term of this Addendum, BGCOP will supplement the reporting requirements provided for in the base Contract with detailed COVID-19 reports as described in Attachment A, in order that the amounts disbursed by the City to BGCOP pursuant to the COVID-19 emergency can be separately accounted for, if necessary. These COVID-19 reports do not replace the reports required under the base Contract.

BGCOP may submit monthly invoices to the City by the 5<sup>th</sup> of each month for reimbursement of their expenditures for performing the services in Attachment A.

**4. EFFECTIVENESS OF ADDENDUM 1**

This Addendum is not effective until fully executed by both Parties.

The Effective Date of this Addendum 1 is the 8 day of April,  
2020.

<p>CONTRACTOR</p> <p> Mary Budke, Executive Director Boys &amp; Girls Clubs of the Olympic Peninsula</p>	<p>CITY OF SEQUIM</p> <p> Charles P. Bush, City Manager</p> <p>APPROVED AS TO FORM:</p> <p> Kristina Nelson-Gross, City Attorney</p>
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## ATTACHMENT A

### SCOPE OF SERVICES – EMERGENCY BGCOP CONTRACT

BGCOP is providing child programming and meal distribution during the COVID-19 disaster. BGCOP is currently delivering breakfast and lunch meals, Monday through Friday, through a summer service delivery model and serving up to 40 children per day to meet community childcare needs. This contract addendum and scope of work is meant to support BGCOP in its mission to provide these critical services at a time of great need within the City of Sequim. Funding is intended to help partially offset costs of increased hours of operation, increased disinfection of facilities, additional kitchen staff, increased costs for personal protective equipment (PPE), increased staff for health monitoring, increased service volume, increased demand for scholarships, and increased variety of service delivery due to the trauma of this disaster. Child programming is serving a core need for children from 5.5 years of age to 14. BGCOP is also exploring the expansion of services, including to teens and preschool children.

Services will be provided within the City of Sequim boundaries. BGCOP will provide monthly reports to the City of Sequim at the termination of Addendum 1, which will also specify to the extent practicable the increase specifically due to COVID-19 response. The report shall include:

- Total attendance by program area
- Total hours of operation
- Total meals served, total snacks served
- Scholarship/waivers for children documented as qualifying for free/reduced meals
- Program materials
- Amount spent on employee compensation (not to exceed 6%)

The report will also include data and a narrative describing how City funding helped to support service delivery in each of these areas of increase, again specifying to the extent practicable, the increase specifically due to COVID-19 response:

- Hours of operation
- Disinfection of facilities
- Additional kitchen staff
- Need for personal protective equipment (PPE)
- Staff for health monitoring
- Service volume
- Demand for scholarships
- Variety of service delivery due to the trauma of this disaster