

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: October 15, 2020	PREPARED BY: Shirley Jones
Meeting Date Requested: October 20, 2020	PRESENTED BY: Keith Johnson
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <div style="float: right; text-align: right;"> Brought Before the Board Time needed: 10 minutes </div>	
SUBJECT: Acceptance and Adoption of CARES Act program with the Tri-City Regional Chamber of Commerce for Franklin County businesses affected by COVID-19 shutdown	
FISCAL IMPACT: \$7,101,000 is available from Congress to offset the direct costs incurred as a result of the COVID 19 Pandemic. That contract was previously approved and is administered through the State Department of Commerce. The county will use \$683,000 of those funds available under that contract to provide grants to small business owners in Franklin County by using the Tri-City Chamber of Commerce as a contractor to qualify businesses and process grant payments. This agreement authorizes the Tri-City Chamber of Commerce to administer the program on behalf of Franklin County and defines the scope of work under the program. \$600,000 will go directly to businesses in Franklin County and \$83,000 will go to the Tri City Chamber of Commerce for administering the program.	
BACKGROUND: Congress adopted the CARES ACT to provide economic relief local government and businesses who have been affected by unbudgeted costs related to addressing the COVID-19 pandemic. This contract provides the terms, stipulations of use and reporting from the Tri-City Chamber of Commerce necessary to properly account for the funds distributed to Franklin County business entities.	
RECOMMENDATION: Approval of this Resolution.	
COORDINATION: Keith Johnson, Franklin County Administrator – Supports Franklin County Chief Civil Attorney - Supports Department of Commerce – Supports Local business community - Supports Tri-City Chamber of Commerce - Supports	
ATTACHMENTS: (Documents you are submitting to the Board) Contract with the Tri-City Chamber of Commerce	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) Signed copy to Keith Johnson	

I certify the above information is accurate and complete.

Keith Johnson, Administrator

FRANKLIN COUNTY RESOLUTION _____

BEFORE THE BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

***RESOLUTION ADOPTING THE SERVICE AGREEMENT BETWEEN FRANKLIN COUNTY AND THE
TRI-CITY REGIONAL CHAMBER OF COMMERCE FOR ASSISTANCE WITH
IMPLEMENTING FRANKLIN COUNTY'S CORONAVIRUS RELIEF AND ECONOMIC
SECURITY ACT GRANT PROGRAM***

WHEREAS, on March 27th, 2020, the Congress of the United States passed the Coronavirus Aid, Relief and Economic Security Act (CARES Act) which was subsequently signed into law by President Donald Trump; and,

WHEREAS, administration of the CARES Act funding was delegated to the States by Congress; and

WHEREAS, CARES Act funding in the State of Washington is administered for local governments by the State Department of Commerce; and

WHEREAS, Franklin County has been allocated a total of \$7,101,000 to offset the cost of the County's response to COVID-19 preventative and mitigation measures; and,

WHEREAS, Franklin County can use CARES Act funding to assist local businesses with COVID-19 costs; and

WHEREAS, Franklin County has authorized the Interagency Agreement and Amendment with the State Department of Commerce to request reimbursement of CARES Act funds; and

WHEREAS, the Tri-City Regional Chamber of Commerce have made their services available to Franklin County to assist in the grant management of this program; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners hereby accepts and approves the attached Service Agreement with the Tri-City Regional Chamber of Commerce and authorizes the Chairman of the Franklin County Board of Commissioners to sign said Agreement on the County's behalf and hereby instruct the County Administrator to execute the County's responsibilities under this agreement.

APPROVED this 20th day of October, 2020.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chair

Chair Pro Tem

Member

ATTEST:

Clerk to the Board

STANDARD SERVICE AGREEMENT TERMS AND CONDITIONS

This Agreement is made and entered into by and between FRANKLIN COUNTY, a political subdivision of the State of Washington, with its principal offices at 1016 N. 4th Ave., Pasco, Washington, 99301 (hereinafter “COUNTY”), and the Tri-City Regional Chamber of Commerce (TCRCC), a Washington non-profit corporation with its principal address at 7130 W. Grandridge Blvd., Suite C, Kennewick, Washington, 99336 (hereinafter “CONTRACTOR”).

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, & Economic Security Act (“CARES Act”) was signed into law providing federal funding relief for American workers, families, industries, and state & local governments; and

WHEREAS, on April 27, 2020, the State of Washington announced the allocation of nearly \$300 million for local governments from the Coronavirus Relief Fund (“CRF”) available under the CARES Act; and

WHEREAS, the COUNTY’S share of the CRF is \$7,101,000; and

WHEREAS, the COUNTY desires to allocate a substantial portion of its share of the CRF to a “CARES Act Community Support Grant Program” to assist distressed businesses and non-profit organizations within Franklin County; and

WHEREAS, the COUNTY has determined that engaging with TCRCC would yield efficiencies in time and process in the development and implementation of the CARES Act Community Support Grant Program that are not available to the COUNTY alone; and

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Agreement consists of this Agreement and the following attached **Exhibit A**, which is incorporated herein by this reference.

2. DURATION OF CONTRACT

The term of this Agreement shall begin when executed by both parties, and shall expire on December 31, 2020.

3. SERVICES PROVIDED

CONTRACTOR shall perform CARES Act grant implementation functions and services for the COUNTY for the duration of this Agreement, as detailed in the attached Scope of Work (“**Exhibit A**”) and made part of this Agreement. ALL COUNTY funds provided under this

Agreement shall be used for the purposes of funding CARES Act small business grants totaling \$600,000. In addition, funding CONTRACTOR personnel working to render the CARES Act Community Support Grant Program implementation services described specifically in **Exhibit A**.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Lori Mattson, President and CEO

 Tri-City Regional Chamber of Commerce
 7130 W. Grandridge Blvd., Suite C
 Kennewick, Washington 99336
 (509) 736-0510

- b. For COUNTY: Keith Johnson, County Administrator

 Franklin County
 1016 N. 4th Avenue
 Pasco, Washington 99301
 (509) 545-3578

A party may change its representative by providing prompt written notice to the other party.

5. COMPENSATION AND INVOICING

The parties acknowledge that Federal funding, passed first through the State and then through the COUNTY, is made available to support CONTRACTOR personnel in their work on CARES Act Community Support Grant Program development and implementation services described in this Agreement. To compensate CONTRACTOR for the work to be performed under this Agreement, the COUNTY agrees to pay the CONTRACTOR the sum total of \$83,000.00. The CONTRACTOR shall submit an invoice to the COUNTY in the amount of \$83,000.00 on or after November 1, 2020. No invoices may be submitted after November 30, 2020. The COUNTY shall make payments within twenty-eight (28) days of receipt of the invoice from the CONTRACTOR.

6. AMENDMENT AND CHANGES IN WORK

No amendment, modification, or renewal of this Agreement shall be effective, unless set forth in a written amendment signed by both parties.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions,

suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

- b. In any and all claims against the COUNTY and its officers officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

- a. **Workers Compensation:** CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.
- b. **Commercial General Liability Insurance:** CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than five-hundred thousand dollars (\$500,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than one million dollars (\$1,000,000). CONTRACTOR shall provide certificate of such insurance to COUNTY'S representative prior to start of work, with COUNTY as Certificate Holder.

- c. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

9. TERMINATION

The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for invoices previously submitted in accordance with this Agreement and a pro-rata payment for the portion of the month for which services were rendered prior to the date any such termination is effective.

10. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement, including, but not limited to , prevailing wage laws.

11. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

12. DISPUTES

Differences over the CONTRACTOR'S performance will be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

13. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of their agreement. Any oral or written representatives or understandings not incorporated in this Contract are specifically excluded.

14. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted legal representatives and is effective on the last date signed.

**Franklin County
Board of Commissioners**

Tri-City Regional Chamber of Commerce

Robert Koch, Chair

Lori Mattson, President and CEO

Dated: _____

Dated: _____

**Constituting the Board of
Commissioners of Franklin County,
Washington.**

Attest:

Clerk of the Board

Approved as to Form:

Deputy Prosecuting Attorney

EXHIBIT A



RAPID RESPONSE BUSINESS GRANT PROGRAM

Grant Purpose

Funded by the CARES ACT, the Franklin County Rapid Response Grant Program is a collective effort to provide grants up to \$25,000 to as many small businesses in Franklin County as possible. These supplemental funds are designed to help the most vulnerable businesses continue to meet their financial and operating needs as they get through this pandemic. These funds cannot cover all expenses but are intended to bridge the most immediate financial needs.

Operations Support for administering Federal CARES Act Funding

\$83,000.00 of contracted amount is provided solely for the Tri-City Regional Chamber of Commerce (TCRCC) to implement grant. Funding can be used for internal or external administrative expenses.

Item	Expense
Travel	\$500.00
Office supplies	\$1,000.00
Business Data	\$3,000.00
Advertising/Outreach	\$10,000.00
Audit	\$30,000.00
Staff and Administrative services	\$38,500.00
13.8% of \$600k grant funds	\$83,000.00 total

Scope of Work:

Franklin County Rapid Response Small Business Grant Program – to provide support for small businesses impacted by COVID-19

Many businesses in Franklin County are in crisis. Pockets of businesses within the county have not heard about, know where to find, and/or need help finding the resources that are available to them. The Rapid Response Business Grant Program proactively connects with existing businesses to understand needs and barriers - then respond quickly.

The Regional Chamber is currently positioned to expand an existing program that will immediately begin addressing business survival and growth by identifying businesses in need of financial assistance through a comprehensive three-pronged approach:

1. **Outreach** – As the largest business organization in the Tri-Cities, the TCRCC has over 100

EXHIBIT A

organization and association partners throughout the region that will be tapped to help communicate with Franklin County business owners. Targeted outreach will include industries and businesses that have not yet been allowed to reopen under state mandate; opened - but at limited capacity; businesses with barriers; and businesses in underserved communities.

2. Direct, One-on-One Assistance - A furloughed TCRCC employee will be brought back to work to run the program. Four additional Chamber staff will work on the program until the end of November 2020.

- In-person business visits
- Direct calls to businesses in the most vulnerable industries
- Rapid Response call line extended to 8 hours a day
- Connect businesses with application assistance (multi-lingual)

3. Strategic Marketing Strategy

- The TCRCC will leverage its social media presence utilizing Facebook, Instagram, Twitter
- Media release and press coverage
- Boosted Facebook posts will target businesses located within Opportunity Zones to reach underrepresented businesses
- TCRCC website utilization for grant information including application, FAQ's and contact information

Franklin County Rapid Response Business Grant Process:

Qualifications:	Evaluation Criteria:	Rapid Response:	Funding: \$600,000.00
Businesses (including non-profits) from all industries may apply, except childcare providers	Greatest need – revenue loss due to govt mandated shut-down	Weekly evaluation panel to determine awards	Small Businesses with annual sales from \$20,000 to \$100,000 – Grant up to \$5,000.
Businesses must be physically located in Franklin County	Business verified with the IRS	Funds distributed weekly	
1-50 full-time equivalent employees	Applications will be reviewed for completeness and compliance with the grant eligibility standards and process in the order they were received	Grant opens Tuesday, October 20 th and closes November 23 rd 2020.	Small Businesses with annual sales from \$100,001 to \$2,000,000 – Grant up to \$15,000.
Annual business revenue from \$20,000 to \$5,000,000		Applications received after November 23 rd at 11:59pm will not be considered.	Small Businesses with annual sales from \$2,000,001 to \$5,000,000 – Grant up to \$25,000.
Businesses substantially impacted by COVID-19		Funds dispersed at a rate of approximately \$100k per week	
Operational as of March 24, 2020 and has not permanently closed		Grants are made on a first come-first served basis until all funds are exhausted	
Valid state and/or local business license as required by law			
Is not disbarred from receiving state and/or federal funds			

EXHIBIT A

Eligible Uses of Grant Funds:

- Payment of rent or required monthly loan payments.
- Payments of regular wages, employee benefits and taxes; provided such expenses have not been and, to the best knowledge of the Recipient, will not be reimbursed under any federal, state or regional program, including any grant or loan programs.
- Expenditures involved in typical operating costs, including those set forth on an income statement as a regular, ongoing cost of operating the business.
- Typical draws or wages paid on a regular interval to the owner; provided such draws or wages are consistent with those paid to the owner in previous corresponding quarters, years or other appropriate time intervals.
- Expenses for compliance with COVID-19-related public health measures, including personal protective equipment and supplies, plexiglass barriers or other similar equipment and expenses reasonably necessary for the protection of public health and the health of Recipient owners and employees.

Ineligible Uses of Grant Funds:

- Political campaign contributions or donations.
- Charitable contributions or gifts.
- Bonus payments to Recipient owners, officers or employees.
- Payment of wages to any member of the Recipient owner's family who is not a bona fide employee.
- Draws or salary to Recipient owner that exceeds the amount paid over a corresponding interval, quarter, or year in 2019.
- Paydown or payoff of debt by more than the monthly amount required by the underlying debt instrument.
- Payroll and other employee- or business-associated costs for which the Recipient has received or expects to receive reimbursement from other federal, state or regional funds (e.g. Payroll Protection Program or unemployment insurance).
- Damages covered by insurance.
- Reimbursement to donors for donated items or services.
- Severance pay.
- Legal settlements.
- Any expense not considered an eligible business expense by the Department of the Treasury Internal Revenue Service.

Application (Attached) - Includes all elements of the Cost Eligibility Test and W9 form

- Applications must be submitted digitally in PDF format.
- Email applications to FCbusinessgrants@tricityregionalchamber.com.
- TCRCC will attempt to notify all applicants that their submittal was received, however, it is the responsibility of the applicant to ensure their materials arrive on time at the appropriate location.

Questions

- All questions regarding eligibility or the application process shall be submitted in writing to FCbusinessgrants@TCRCC.com. Check the FAQ's page here.
- For technical assistance completing the application in Spanish contact the Tri-Cities Hispanic Chamber of Commerce, Si necesita ayuda, por favor llámenos al (509) 542-0933.

EXHIBIT A

- ** Grant funds are considered taxable income***

Reporting - All requirements outlined by WA DOC will be followed.



**AGREEMENT BETWEEN THE TRI-CITY REGIONAL CHAMBER OF COMMERCE ON BEHALF
OF FRANKLIN COUNTY
AND _____
FOR TRANSFER AND USE OF FRANKLIN COUNTY
"CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT"
COMMUNITY SUPPORT PROGRAM GRANT FUNDING**

This Agreement, by and between the Tri-City Regional Chamber of Commerce in behalf of Franklin County, a political subdivision of the State of Washington (hereinafter "County"), and _____ located at _____ (hereinafter "Company") – collectively referred to as the "Parties" – shall be effective upon execution by both Parties.

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act of 2020 (hereinafter "CARES Act") was passed by Congress and signed into law by the President on March 27, 2020 to provide funding assistance for state and local governments as a response to the COVID-19 pandemic; and;

WHEREAS, CARES Act federal funds were passed through state governments for disbursement to city and county governments in each state, and in Washington the Department of Commerce was the facilitating agency, and the County executed its agreement for receipt of CARES Act funds with Commerce on June 16, 2020; and,

WHEREAS, the County is using a portion of its CARES Act funds to support businesses and non-profit organizations located in Franklin County through disbursement of cash grants as part of a program the County calls its *Rapid Relied Business Grant Program*; and,

WHEREAS, this assistance allows the Company to maintain an economic presence in Franklin County, mitigate economic hardship due to the COVID-19 pandemic and emergency closures, and promote economic stabilization; and,

WHEREAS, the business may not be reimbursed by multiple funders for the same cost (double-dipping), and this principle also applies to any recipients of CARES Act funding where no duplicate payments or supplanting of other costs is allowed; and,

WHEREAS, the Company has been awarded a \$_____ Franklin County Rapid Response Business Grant Program ("Grant Funds") for the benefit of the Company for allowable expenses. The Company's application is attached hereto as **Exhibit A**; **NOW THEREFORE**, it is agreed by the Parties hereto that:

I. **Statement of Work & Certification**

The County shall provide CARES Act assistance to the Company in the amount of \$_____ to mitigate the adverse effects to its business as a result of the COVID-19 pandemic, whether caused directly or indirectly by the state of emergency declared on February 29, 2020 by the Governor of Washington, or public safety measures initiated related thereto.

Description of Assistance: The CARES Act assistance shall be used by the Company solely for eligible Company expenses identified as:

- Payment of rent or required monthly loan payments due on or after March 27, 2020 through November 30, 2020;
- Payments of regular wages, employee benefits and taxes due between March 27, 2020 through November 30, 2020; provided such expenses have not been and, to the best knowledge of the Recipient, will not be reimbursed under any federal, state or regional program, including any grant or loan programs;
- Expenditures involved in typical operating costs, including those set forth on an income statement as a regular, ongoing cost of operating the business - between March 27, 2020 through November 30, 2020
- Typical draws or wages paid on a regular interval to the owner; provided such draws or wages are consistent with those paid to the owner in previous corresponding quarters, years or other appropriate time intervals - between March 27, 2020 through November 30, 2020;
- Expenses for compliance with COVID-19-related public health measures, including personal protective equipment and supplies, plexiglass barriers or other similar equipment and expenses reasonably necessary for the protection of public health and the health of Recipient owners and employees - between March 27, 2020 through November 30, 2020.

The Company certifies that is not being reimbursed by other funders for these same costs (double-dipping):

Sign and Date

The Company certifies that funds received through this agreement will be used only for eligible business expenses:

Sign and Date

The Company acknowledges that if funding has been received for the same invoices, bill, etc. from two or more different funding entities, this funding will need to be returned and future funding for the business will be at risk:

Sign and Date

Performance Period: March 27, 2020 to November 30, 2020.

II. **Method of Payment and Documentation of Expenses:**

The Company shall provide proof of payment of eligible expenses/invoices for items detailed in the aforementioned approved statement of work. Supporting documentation includes but is not limited to images of canceled checks/bank statements, pay stubs, copies of invoices or receipts for rent/mortgage, utilities, and or insurance. Electronic documents (images or PDF files) are highly preferred by the Regional Chamber in behalf of Franklin County.

The Tri-City Regional Chamber of Commerce on behalf of Franklin County will provide payment by check not to exceed \$ _____ for the eligible, documented expenses.

III. Record Maintenance and Reporting

The Company shall maintain complete records relating to the CARES Act assistance for two (2) years, commencing on the date of this signed Agreement. The Company shall provide the Tri-City Regional Chamber of Commerce on behalf of Franklin County with such reports and information as the Chamber and County may reasonably request in order to allow the Chamber and County to comply with all applicable requirements of the granting authority. Records will remain confidential, used only to meet federal, State, and County requirements, and withheld as applicable from disclosure.

The company shall provide a report to the Tri-City Regional Chamber of Commerce on behalf of Franklin County **within 14 days of receiving these funds and signing this contract**, which will include the following:

- All receipts and/or documentation of expenditures of grant award funds
- Brief description/narrative of how this CARES ACT funding (the Rapid Response Business Grant) impacted your business
- The number of employees retained, number of employees prior to COVID impact versus current employees, number of any new hires, and number of jobs lost, if applicable

****Receipts and/or documentation for qualified expenditures of all grant award funds must be provided within the report. All grant funds without receipts or documentation must be returned to the Tri-City Regional Chamber of Commerce on behalf of Franklin County. ****

IV. Subrogation and Duplication of Benefits

In consideration of Company's receipt of CARES Act assistance by this Agreement, the Company hereby assigns to the County all future rights to reimbursement and all payments received from any grant, subsidized loan, insurance policies of any type, or relief program related to or administered by the Federal Emergency Management Agency, the Small Business Administration or other program, to the extent of proceeds paid to the Company under this Agreement determined in the sole discretion of the County to be a duplication of benefits.

Upon receiving any duplication of benefit proceeds, the Company agrees to immediately notify the Tri-City Regional Chamber of Commerce on behalf of Franklin County. If some or all of the proceeds are determined to be a duplication of benefit, the portion that is a duplication of benefit shall be repaid to the County forthwith.

V. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. Waiver

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

VII. Event of Default

If the Company fails to comply with all the requirements set forth herein, said failure to comply shall be deemed an event of default as described below and the Company shall immediately repay the CARES Act

assistance in full. An event of default shall arise under this Agreement upon the occurrence of any one or more of the following:

- The Company assigns this Agreement and assistance thereof to another party, unless authorized through a signed amendment by all Parties.
- Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement proves to be false in any material respect.
- The Company uses Rapid Response Business Grant funds for illegal activities, or for prohibited activities including political activities, inherently religious activities, lobbying, political patronage, and/or nepotism activities.
- The Company fails to pay and keep current all local taxes, state and federal income taxes and such other taxes as may be owed, notwithstanding any grace period allowed by state and federal governments.

VIII. Amendment

A formal amendment to this Agreement shall be required in the event there is an approved material change to the proposed use of funds and Statement of Work. A formal amendment shall be required in the event there is an approved change to the performance period. No amendment shall be binding unless in writing and signed by both parties.

IX. Entire Agreement

This Agreement constitutes the entire agreement between Franklin County and the Company 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 County and the Company with respect to this Agreement.

X. Governing Law

This Agreement shall be governed by, interpreted, applied and enforced in accordance with the laws of the Washington State.

XI. Signatures

This Agreement and related documents entered into in connection with this Agreement are signed when a party's signature is delivered by e-mail, other electronic medium (which will be treated in all respects as having the same force and effect as original signatures) as well as in-person signatures.

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

Company: _____

TCRCC on behalf of Franklin County

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Washington State
Department of
Commerce

Interagency Agreement with

Franklin County

through

the Coronavirus Relief Fund for Local Governments

For


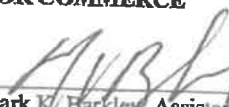
Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

FACE SHEET

Contract Number: 20-6541C-011

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

1. Contractor Franklin County 1016 N 4th Ave Pasco, Washington 99301		2. Contractor Doing Business As (optional)	
3. Contractor Representative Keith Johnson County Administrator (509) 545-3578 kjohnson@co.franklin.wa.us		4. COMMERCE Representative Cathy Brockmann Project Manager (360) 764-0209 Fax 360-586-5880 Cathy.Brockmann@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Contract Amount \$5,207,400.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date March 1, 2020
		8. End Date October 31, 2020	
9. Federal Funds (as applicable) \$5,207,400.00	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.019	Indirect Rate (if applicable): 10.00%
10. Tax ID # XXXXXXXXXXXXXXXX	11. SWV # SWV0002298-00	12. UBI # 999999999	13. DUNS # N/A
14. Contract Purpose To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report			
FOR CONTRACTOR  Robert Koch, Chairman, Franklin County Board of Commissioners 7/7/2020 Date		FOR COMMERCE  Mark K. Barkley, Assistant Director, Local Government Division 7/8/2020 Date	
APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.			

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

United States Laws, Regulations and Circulars (Federal)

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

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

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

11. ORDER OF PRECEDENCE

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

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

Scope of Work

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

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

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

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

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

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
 - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION
Page 2 of 2

6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

Printed Name _____

Title _____

Signature _____

Date: _____

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

Eligible Expenditures		Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses					
A.	Public hospitals, clinics, and similar facilities	\$	\$	\$	
B.	Temporary public medical facilities & increased capacity	\$	\$	\$	
C.	COVID-19 testing, including serologic testing	\$	\$	\$	
D.	Emergency medical response expenses	\$	\$	\$	
E.	Telemedicine capabilities	\$	\$	\$	
F.	Other	\$	\$	\$	
	Sub-Total:	\$	\$	\$	
2 Public Health Expenses					
A.	Communication and enforcement of public health measures	\$	\$	\$	
B.	Medical and protective supplies, including sanitation and PPE	\$	\$	\$	
C.	Disinfecting public areas and other facilities	\$	\$	\$	
D.	Technical assistance on COVID-19 threat mitigation	\$	\$	\$	
E.	Public safety measures undertaken	\$	\$	\$	
F.	Quarantining individuals	\$	\$	\$	
G.	Other	\$	\$	\$	
	Sub-Total:	\$	\$	\$	
3 Payroll expenses for public employees dedicated to COVID-19					
A.	Public safety	\$	\$	\$	
B.	Public health	\$	\$	\$	
C.	Health care	\$	\$	\$	
D.	Human services	\$	\$	\$	
E.	Economic development	\$	\$	\$	
F.	Other	\$	\$	\$	
	Sub-Total:	\$	\$	\$	
4 Expenses to facilitate compliance with COVID-19 measures					
A.	Food access and delivery to residents	\$	\$	\$	
B.	Distance learning tied to school closures	\$	\$	\$	
C.	Telework capabilities of public employees	\$	\$	\$	
D.	Paid sick and paid family and medical leave to public employees	\$	\$	\$	
E.	COVID-19 related expenses in tourist hubs	\$	\$	\$	
F.	Care and support services for homeless populations	\$	\$	\$	
G.	Other	\$	\$	\$	
	Sub-Total:	\$	\$	\$	
5 Economic Supports					
A.	Small business grants for business interruptions	\$	\$	\$	
B.	Payroll support programs	\$	\$	\$	
C.	Other	\$	\$	\$	
	Sub-Total:	\$	\$	\$	
6 Other COVID-19 Expenses					
A.	Other	\$	\$	\$	
B.	Other	\$	\$	\$	
C.	Other	\$	\$	\$	
D.	Other	\$	\$	\$	
E.	Other	\$	\$	\$	
	Sub-Total:	\$	\$	\$	
	TOTAL:	\$	\$	\$	