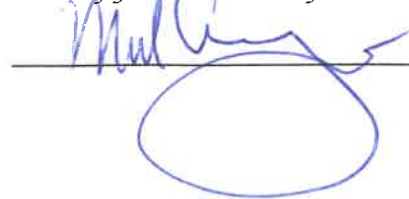


Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 7/19/2023	PREPARED BY: Shirley Jones
Meeting Date Requested: 7/25/2023	PRESENTED BY: Mike Gonzalez
ITEM: (Select One) <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Brought Before the Board Time needed: 10 minutes	
SUBJECT: Approval of an Award of the American Rescue Plan Act (ARPA) for \$493,493.80 to the Franklin County Fire District No. 1	
FISCAL IMPACT: There is no impact to the Current Expense fund. The funds would be awarded from the Special Revenue Fund (Fund 119).	
BACKGROUND: <ul style="list-style-type: none">• The American Rescue Plan Act of 2021 ("ARPA") (H.R. 1319) is a \$1.9 trillion economic stimulus package passed by Congress and signed by President Joseph Biden on March 11, 2021, in response to the COVID-19 pandemic and associated economic challenges.• On October 5, 2021, a public hearing was held and the Board of Commissioners passed and adopted Resolution 2021-216, accepting the funding award from the ARPA State and Local Aid program in the amount of \$18,495,757.• Fire District No. 1 wishes to purchase fire truck to ensure aid in responding to any future negative public health crises. There is a demonstrated need for this equipment as Franklin County Fire District No. 1 currently covers 500 square miles which includes wet and dry land farms, wildlife land, a park and reservoir, agricultural processing plants and two towns. Their area oversees more than 30 miles of railroad and 3 main highways. The district has vehicles throughout the district ranging in age from 1986 to 2014, most over 10 years old.• The additional vehicle will ensure the Fire District can prevent, mitigate, and treat COVID-19, as well as provide emergency response care and services.	
RECOMMENDATION: Approval of the resolution and award contract.	
COORDINATION: County Administrator, Mike Gonzalez Jeff Briggs, Civil Deputy Prosecuting Attorney Shirley Jones, Project Analyst Eric Mauseth, Fire District No. 1	
ATTACHMENTS: (Documents you are submitting to the Board) ASR/Resolution/Award Contract	
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) Shirley Jones, County Administration Eric Mauseth, Fire District No. 1	

I certify the above information is accurate and complete.



Mike Gonzalez, Administrator

FRANKLIN COUNTY RESOLUTION 2023-208

BEFORE THE BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

***APPROVAL OF AN AWARD OF THE AMERICAN RESCUE PLAN ACT (ARPA) FOR
\$493,493.80 TO THE FRANKLIN COUNTY FIRE DISTRICT NO. 1***

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (“ARPA”), which included 363 billion in federal fiscal recovery aid to state and local governments (State and Local Aid), including \$65.1 billion direct aid to counties; and

WHEREAS, on October 5, 2021, a public hearing was held and the Board of Commissioners passed and adopted Resolution 2021-216, accepting the funding award from the ARPA State and Local Aid program in the amount of \$18,495,757.00; the first tranche of funds in the amount of \$9,247,878.50 had been received, and it was anticipated that the remaining \$9,247,878.50 would be received on or around June 1, 2022. The deadline to obligate all funds is December 31, 2024; and

WHEREAS, the Board of Commissioners adopted the budget for funds received in the Special Revenue Fund (Fund 119) and that this budget would continue until all funds authorized under the program had been expended for their lawful purpose and in accordance with the rules established by the U.S. Treasury; and

WHEREAS, the Franklin County Fire District No. 1 requests to be awarded \$493,493.80 of ARPA funds for immediate needs in Fire District No. 1 to ensure the district can continue to operate to protect the health and safety of the residents and the County.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners approves the allocation of ARPA funds in the amount of \$493,493.80 to the Franklin County Fire District No. 1.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes the Chair of the Board to sign the award contract between Franklin County and the Franklin County Fire District No. 1.

APPROVED this 25th day of July, 2023.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chair

Chair Pro Tem

Member

ATTEST:

Clerk to the Board

CONTRACTOR: Franklin County Fire District No. 1
CONTACT PERSON: Eric Mauseth
ADDRESS: 650 S. Columbia Ave, Connell, WA 99326
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 27-0883732/604-221-988
UNIQUE ENTITY ID: QMJGNNAH2NR7
TELEPHONE/FAX NUMBER: 509-948-0977
COUNTY DEPT: Franklin County Administration
DEPT. CONTACT PERSON: Shirley Jones
TELEPHONE/FAX NUMBER: 509-430-9121
PROJECT: Fire District No. 1 Vehicle
AMOUNT: \$493,493.80
FUND SOURCE: 119 – ARPA State and Local Fiscal Recovery Funds (SLFRF)
DAC: 119.
CONTRACT DURATION: July 18, 2023 to December 31, 2026
unless extended or renewed pursuant to
Section 2 hereof
FEDERAL PERIOD OF PERFORMANCE
START AND END DATE: March 3, 2021-December 31, 2026

AGREEMENT FOR CAPITAL EXPENDITURES

THIS AGREEMENT (the “Agreement”) is made by and between FRANKLIN COUNTY, a political subdivision of the State of Washington (the “County”) and Franklin County Fire District No. 1 (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide ARPA/SLFRF funds to purchase a vehicle to address the negative public health impacts of the COVID-19 pandemic. Special terms and conditions are set forth in **Exhibit A**, attached hereto and by this reference made a part hereof. The scope of purchases (the “Project”) is as set forth in **Exhibit B** attached hereto and by this reference made a part hereof. This Agreement is the product of **Franklin County Project No. 119-5**.

The equipment shall be procured in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the eastern Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall purchase and utilize the equipment in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor shall be of good quality. The Contractor represents that it is fully qualified to utilize the equipment

under this agreement to treat, mitigate, and/or prevent the spread of COVID-19 in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective **July 18, 2023** (the "Effective Date") and shall terminate on **December 31, 2026**, PROVIDED, HOWEVER, that any terms related to compliance with State or Federal law shall survive termination. The Contractor shall expend obligated funds no later than **December 31, 2026**, PROVIDED, HOWEVER, that the County's obligations are contingent upon legislative appropriation of necessary funds for this specific purpose in accordance with applicable law. Any funds not expended shall be returned to County.

3. Dispersal of funds.

a. Equipment. The County will pay the Contractor for equipment as set forth in **Exhibit C**, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor's funding for equipment set forth in **Section 3a** above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices and Cost Certifications. The Contractor shall submit properly executed invoices to the County for each piece of equipment. Each invoice shall include an itemization of the equipment sought.

Prior to purchasing equipment under this Agreement, Contractor shall submit an executed version of the Lobbying Certification in the form set forth in **Exhibit D**, attached hereto and by this reference made a part hereof and an executed version of the Civil Rights Certification in the form set forth in **Exhibit E**, attached hereto and by this reference made a part hereof.

d. Payment. The County's preferred method of payment under this contract is by paper check using the County's accounts payable system.

e. Contract Maximum. Total charges under this Agreement, all costs shall not exceed **\$493,493.80** for this Agreement .

4. Independent Contractor. The Contractor agrees that Contractor will purchase the equipment under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in procuring equipment in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure funds are spent in a manner consistent with ARPA/SLRLF guidelines. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

5. Changes. No changes or additions shall be made in this Agreement except as agreed

to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

6. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Shirley Jones
Title: Project Analyst
Department: Administration
Telephone: 509-430-9121
Email: sjones@franklincountywa.gov

7. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support invoices and purchase orders. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor. Contractor shall comply with any public records requests made to the County in connection with this agreement and shall provide copies of records to requestors or the County for the purposes of complying with the public records act.

8. Indemnification. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such equipment purchases and related services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, penalty, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, penalty, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

9. Insurance Requirements. The Contractor must, at a minimum, provide the equivalent insurance coverage for equipment acquired or improved with Federal funds as provided to property owned by the Contractor.

10. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

11. Federal Non-discrimination. Franklin County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Franklin County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

12. Employment of County Employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

13. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

14. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

15. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any

company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

17. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same, or take corrective action, within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with this agreement.

c. The County may terminate this Agreement upon fifteen (15) business days' written notice to the Contractor for any reason other than stated in subparagraph b above.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement.

e. The County may suspend all or any part of this Agreement and withhold further payments during investigation of suspected noncompliance with the terms of the Agreement. The County may also take these actions pending corrective action by the Contractor.

18. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:	Franklin County
	1016 N 4 th Ave, Rm A102
	Pasco, Washington 99301
	Attention: Shirley Jones, Project Analyst

(509) 430-9121

and to: Franklin County
1016 N 4th Ave, Rm A102
Pasco, Washington 99301
Attention: Mike Gonzalez
County Administrator
(509) 430-1884

If to the Contractor: Franklin County Fire District No. 1
650 S. Columbia Ave
Connell, WA 99326
Attention: Eric Mauseth
Fire Chief
(509) 948-0977

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

19. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

20. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

21. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

22. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

23. Conflicts between Attachments and Text. Except as provided by **Exhibit A**, should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

24. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

25. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Franklin County.

26. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

27. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

28. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

29. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

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

FRANKLIN COUNTY:

Clint Didier, Commissioner Chair Date

Franklin County Fire District No. 1:

 7-18-23
Eric Mauseth, Fire Chief Date

**Approved as to insurance
and indemnification provisions:**



Risk Management



Date

7/19/23

Approved as to form only:

Legal Counsel to the Contractor Date

Approved as to form only:



Deputy Civil Prosecuting Attorney Date

7/19/23

EXHIBIT A

SLFRF TERMS AND CONDITIONS

FIRE DISTRICT NO. 1 VEHICLE

The County has appropriated funds from its portion of State and Local Fiscal Recovery Funds ("SLFRF") pursuant to the American Rescue Plan Act (ARPA), PL 117-2, Section 9901, codified at 42 U.S.C. Section 802 *et seq.* to be used to pay **Franklin County Fire District No. 1** for the **Fire District No. 1 Vehicle** set forth in **EXHIBIT B** of the Agreement. These SLFRF Terms and Conditions apply to the Contractor's provision of **a vehicle** for which the County has agreed to pay an amount not to exceed **\$493,493.80**. In case of conflict between these SLFRF Terms and Conditions and the Agreement, the following order of priority shall be used: (1) SLFRF Terms and Conditions and (2) the Agreement.

I. TERMS AND CONDITIONS

Contractor agrees to comply with Section 603(c) of the Social Security Act, regulations as promulgated by the Department of Treasury (31 CFR Part 35) as amended; Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions promulgated by the U.S. Department of the Treasury, as amended; and Compliance and Reporting Guidance – State and Local Fiscal Recovery Funds as promulgated by the U.S. Department of the Treasury, as amended. The Contractor shall also comply with regulatory requirements under the Uniform Guidance at 2 CFR Part 200.

A. Compliance with Specific Laws, Regulations, and Agreements.

The Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to **EXHIBIT B**, Statement of Work. Federal regulations applicable to the funding provided in this Agreement include, without limitation, the following:

1. 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, as applicable.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R., Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference, as applicable.

4. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a requirement in all lower tier covered transactions that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19, as applicable.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Government wide Requirement for Drug-Free Workplace, 31 CFR Part 20.
7. New Restrictions on Lobbying, 31 CFR Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC §§ 4601-4655) and implementing regulations, as applicable.
9. Generally applicable federal environmental laws and regulations. Should the aggregate amount under this Agreement exceed \$150,000, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended and as applicable.
10. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. 1501 and 7324-7328), which limits certain political activities of federal employees as well as certain other employees who work with federal funding programs.
11. The Contractor shall include clauses 1 through 10 in Section 1A, adapted for the proper parties in any subcontract.

B. Protections for Whistleblowers.

1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of

law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

2. The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for Agreement or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of Contractor or its subcontractors who has the responsibility to investigate, discover, or address misconduct.
3. Contractor shall inform its employees in writing of the rights and remedies provided under this subsection, in the predominant native language of the workforce.
4. The Contractor shall include the above clauses 1-3, adapted for the proper parties, in any subcontract.

C. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

D. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while

driving, to establish workplace safety policies to decrease accidents caused by distracted drivers.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

E. Nondiscrimination

The Contractor shall comply with the following statutes and regulations prohibiting discrimination:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under program or activities receiving federal financial assistance.

By execution of this Agreement, Contractor certifies:

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's VI regulation, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. The Fair Housing Act, Title VII-IX of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis or age in programs or activities receiving federal financial assistance; and

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

The Contractor shall include the above clauses 1-5, adapted for the proper parties, in any subcontract.

F. Conflicts

The Contractor's employees, subcontractors and board or committee members shall not use, or give the appearance of using, their positions for the personal gain of themselves or those with whom they have family, business or other ties. The Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c). Contractor shall disclose to the County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. 200.112.

The County may, by written notice to the Contractor, suspend or terminate this Agreement in whole or in part if it is found that any of the following laws or their successors, have been violated in obtaining this Agreement or in securing favorable treatment with respect to the awarding, amending, or the making of determinations with respect to the Agreement or any subcontractors entered into by the Contractor: 2 C.F.R. 200.318, Code of Ethics for Municipal Officers (chapter 42.23 RCW).

G. Public Records

In addition to complying with the Public Records provisions (Section 24) of the Agreement, Contractor acknowledges that by accepting funds under this Agreement, it may be considered the functional equivalent of a public agency under the Public Records Act, chapter 42.56 RCW.

H. Capacity

The Contractor, by signing this Agreement, acknowledges that it has the institutional, managerial, and financial capability to ensure proper planning, management, and provision of the services funded. If at any time, the Contractor believes its capacity is compromised or Contractor needs technical assistance, it shall immediately notify the County. The County will make best efforts to provide timely technical assistance to the Contractor to bring the Agreement into compliance.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

I. Remedial Action

In the event of Contractor's noncompliance with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of the federal award funding this Agreement, Treasury or the County may take remedial action as set for the 2. C.F.R. 200.339.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

J. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment; Compliance with 2 C.F.R. 283

Contractor shall comply with 2 C.F.R. 200.216 and shall require compliance with 2 C.F.R. 200.216 in any subcontract.

Contractor shall exercise due diligence to ensure that none of the funds, including supplies and services, received under this Agreement are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The Contractor must terminate or void in whole or part any subcontract with a person or entity listed in the System Award Management Exclusions (SAM) as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subcontract.

K. Preferences for Procurements

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracting agreements and purchase orders for work or products under this Agreement.

For purposes of this Subsection:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction material composed in whole or in part of non-ferrous metals such as aluminum;

plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

II. FISCAL MANAGEMENT

Every subcontract approved by the County and entered into by the Contractor under this Agreement shall be in writing and shall incorporate all of the clauses in this Section, with word changes where appropriate to properly identify the parties to the subcontract.

A. Accounting Standards

The Contractor agrees to comply with OMB Uniform Guidance and 2 CFR part 200 and to adhere to the accounting principles and procedures required therein, to use adequate internal controls, and to maintain necessary source documentation for all costs incurred.

B. Audit and Recovery

All disbursements of funds to the Contractor under this Agreement shall be subject to audit and recovery of disallowed costs from the Contractor. In the event of Contractor's noncompliance with Section 603 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the County may impose additional conditions or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Section 603(c) of the Social Security Act regarding the use of funds, funds shall be subject to recoupment.

1. The Contractor shall maintain its records and accounts so as to facilitate the County's audit requirement and shall ensure that subcontractors also maintain auditable records.
2. The Contractor is responsible for any audit exception incurred by its own organization or that of its subcontractors.
3. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
4. The Contractor shall follow-up on and develop corrective action plans for all audit findings.

C. Accounting for Funds

In the event of an audit, the Contractor shall and account for all funds provided under this Agreement and demonstrate that the funds have only been used as provided in this Agreement.

D. Repayment of Funds to County/Recoupment

The Contractor shall return funds disbursed to it by the County under this Agreement for return by the County to the U.S. Department of the Treasury, upon the occurrence of any of the following events:

1. If Contractor has any unspent funds on hand as of the earlier of the Agreement end date of this Agreement or the termination of this Agreement under Section 21 of the Agreement, Contractor shall return all unspent funds to the County within ten (10) calendar days.
2. If overpayments are made; or
3. If an audit of the Project by the U.S. Department of the Treasury, the State, or the County determines that the funds have been expended for purposes not permitted by the Section 603 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the U.S. Department of the Treasury, the County, or this Agreement.

To exercise recoupment or repayment, the County shall make a written demand upon the Contractor for repayment, the Contractor shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand. No exercise of the County of the right to demand repayment of funds by the Contractor shall foreclose the County from making an additional demand for repayment if a return of additional funds is required by the U.S. Department of the Treasury; the County's right to demand repayment from the Contractor may be exercised as often as necessary to recoup from the Contractor all funds required to be returned by the County to the U.S. Department of the Treasury.

The Contractor is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

E. Debts Owed the Federal Government.

1. Any funds paid to Contractor in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this Agreement, that are determined by the Treasury Office of Inspector General to have been misused or that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and

have not been repaid by Contractor shall constitute a debt to the federal government.

2. Any debts determined to be owed the federal government must be paid promptly by Contractor. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in paragraph 1 of this subsection, Treasury will take any actions available to it to collect such a debt.

3. Any debts determined to be owed to the County must be promptly paid by Contractor. A debt is delinquent if it has not been paid by the date specified in County's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt. The County will take any actions available to it to collect such a debt.

F. Cost Principles

The Contractor shall administer its project set forth in **Exhibit B** in conformance with OMB Uniform Guidance and 2 CFR part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding under this Agreement. The Contractor is not required to provide cost sharing or matching funds under this Agreement.

G. No Indirect Costs

If indirect costs are charged, the Contractor will develop an indirect cost allocation plan for determining the Contractor's appropriate share of such costs and shall submit such plan to the County for approval in a form specified by the County.

H. Debarment and Suspension Certification

The Contractor is required to comply with the provisions of Executive Order 12549, Executive Order 12689, 2 CFR 180, as applicable. The Contractor, by signing this Agreement, certifies that to the best of its knowledge and belief that:

1. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency.
2. That the Contractor has not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against

it for commission of fraud or a criminal offenses in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. The Contractor is not presently indicted for or otherwise criminal or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this section; and
4. The Contractor has not within a three (3) year period preceding the signing of this Agreement had one or more public transaction (Federal, state, or local) terminated for cause of default.

The Contractor shall include the above clause, adapted for proper parties, in any subcontract.

I. Debarment and Suspension Certification for Subcontractors

The Contractor agrees to include the following required language in all subcontracts into which it enters resulting directly from the Contractor's duty to provide services under this Agreement, as applicable:

The lower tier subcontractor certified, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the lower tier subcontractor is unable to certify to any of the statements in the contract, such subcontractor shall attach an explanation to the Agreement.

III. ADDITIONAL REQUIREMENTS

A. Procurement

Unless specified otherwise in this Agreement, the Contractor shall procure all materials, property, supplies, or services in accordance with the requirements of 2 CFR § 200.318; Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 24 CFR § 135; and 24 CFR

§ 576.404. The Subrecipient, in subcontracting, shall comply with 2 CFR § 321(b)(1-5).

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

B. Faith-Based Activities

Contractor shall ensure that no funds provided under this Agreement are used for inherently religious activities or for a religious purpose.

C. Political Activities

The Contractor agrees that no funds provided, nor personnel employed, under this Agreement shall be in any way or to any extent be applied to, or engaged in, the conduct of political activities in violation of 24 CFR § 570.207(a)(3).

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

D. Public Information

1. The Contractor shall ensure recognition of the role of the County in providing services through this Agreement. All activities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source.
2. Any publication produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0194 awarded to Franklin County by the U.S. Department of Treasury."
3. The Contractor shall include clause 2 of this subsection in any subcontract.

E. COVID Guidelines

A program or service that imposes conditions on participation in or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with practices in line with CDC guidance for stopping the spread of COVID-19 shall not be reimbursed by the County.

IV. PERFORMANCE EVALUATION AND MONITORING

The County will monitor the performance of the Contractor against the goals and

performance standards set forth in this Agreement. Remedies for substandard performance that is not corrected to the County's satisfaction may include Agreement suspension or termination following the procedures for termination set forth in the Agreement.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

V. CORRECTIVE ACTION

Contractor shall follow up on and develop corrective action plans for all audit findings in accordance with the Uniform Guidance.

VI. RECORDS

In addition to provisions of the Agreement regarding records, Contractor shall comply with the following:

- A. The Contractor shall maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Social Security Act, Treasury's implementing regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- B. The Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, and the County shall have the right of access to records (electronic and otherwise) of Contractor in order to conduct audits or other investigations.

C. Records to Be Maintained

The Contractor shall maintain all records required by the Agreement pertaining to the activities funded under this Agreement and as further described in EXHIBIT B. The Contractor shall furnish such records to the County or other authorized officials, as requested. The Contractor shall maintain records including, but not limited to:

- 1. Records providing a full description of each activity undertaken;
- 2. Records used for data collection for reports as required;
- 3. Records of compliance with conflict of interest requirements;
- 4. Records of compliance with the nondiscrimination requirements;
- 5. Financial Records, including supporting documentation for all costs submitted via invoice;

6. Any other reporting obligations established by the U.S. Department of the Treasury as they relate to this award.

D. Individual Information and Confidentiality

The Contractor understands that if any personally identifiable information ("PII") is collected under this Agreement, said PII is confidential and the use or disclosure of such information when not directly connected with the administration of the County's or the Contractor's responsibilities with respect to services under this Agreement, may be prohibited by federal, state, and local laws regarding privacy and obligations of confidentiality, unless written consent is obtained from such person, and, in the case of a minor, that or a responsible parent or guardian. The Contractor shall inform the County immediately upon discovery of any unauthorized disclosure of PII.

The Contractor shall include clause A through D above, adapted for the proper parties, in any subcontract.

VII. AFTER-THE-AGREEMENT/CLOSE-OUT REQUIREMENTS

The Contractor's obligation to the County shall not end until all close-out requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Contractor has control over American Rescue Plan Section 9901 Coronavirus State and Local Fiscal Recovery Funds dollars. The County will close-out the award when it determines, in its sole discretion, that all applicable administrative actions and all required work has been completed.

VIII. FALSE STATEMENTS

Contractor understands that making false statements or claims with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreement, and/or any other remedy available by law.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

IX. DISCLAIMER

The United States has expressly disclaimed any and all responsibility or liability to the County or third persons for the actions of the County or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from

the performance of the award of Federal funds to the County under section 603(c) of the Act, or any Agreement or subcontract under such award.

The County expressly disclaims any and all responsibility or liability to the Contractor or third persons for the actions of the Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from the performance of the Agreement, or any subcontract thereto.

The Agreement does not in any way establish an agency relationship between or among the United States, the County, and Contractor.

The Contractor shall include the above clause, adapted for the proper parties, in any subcontract.

X. TIME OF THE ESSENCE

Time is of the essence in the performance of each party's obligations under this Agreement. Each party will carry out its obligations under this Agreement diligently and in good faith.

**EXHIBIT B
PROJECT SUMMARY
FRANKLIN COUNTY**

I. PROJECT SUMMARY and Written Justification

Project Name: Fire District No. 1 Vehicle

Identification Number: QMJGNNAH2NR7

US Treasury Project Expenditure Category (EC): 1.6

Project Demographics COVID-19: The equipment will be used to provide emergency response equipment and will serve those impacted and disproportionately impacted by the COVID-19 pandemic. The equipment will be provided to Franklin County Fire District No. 1 (Subrecipient).

- ☐ For public health projects only:
The general public benefits from this project.
- ☐ For non-profit agency beneficiaries:
The agency provides services at a physical location(s) in a Qualified Census Tract(s) Number(s): _____
- ☒ COVID 19 prevention and treatment equipment, such as ambulances.
- ☐ Providing government services or capital expenditures related to provision of government services
- ☐ Investment in projects authorized under the Community Development Block Grant (CDBG) Program
- ☒ The subrecipient serves individuals and/or households¹ from one or more of the following categories (check as many as apply):

X	Impacted	X	Disproportionately Impacted
X	Low- or moderate- income households ¹	X	Low-income households and populations ³
X	Households that experienced unemployment	X	Households and populations residing in Qualified Census Tract(s) Number(s) Specify:
X	Households that experienced food or housing insecurity	X	Households that qualify for certain federal programs ⁴ Specify:
X	Households that qualify for certain federal programs ²		Households receiving services provided by Tribal governments

¹ If the proposal is for COVID-19 mitigation and/or prevention, the general public is considered to be disproportionately impacted. See 31 CFR § 36(b)(2)(ii).

	Specify: CHIP/TANF		
	For services to address lost instructional time in K-12 schools: any students that lost access to in-person instruction for a significant period of time		Households residing in U.S. territories or receiving services from these governments Specify:
	Other households or populations that experienced a negative economic impact other than those listed above Specify:		For services to address education disparities, Title I eligible schools
			Other households or populations that experienced a disproportionate negative impact other than those listed above Specify:

Project Overview:

The funds are to be used for emergency response equipment, which may be used for the prevention, treatment, and/or mitigation of COVID-19. This includes a fire truck to ensure aid in responding to any future negative public health crises. There is a demonstrated need for this equipment as Franklin County Fire District No. 1 currently covers 500 square miles which includes wet and dry land farms, wildlife land, a park and reservoir, agricultural processing plants and two towns. Their area oversees more than 30 miles of railroad and 3 main highways. The district has vehicles throughout the district ranging in age from 1986 to 2014, most over 10 years old.

The additional vehicle will ensure the Fire District can prevent, mitigate, and treat COVID-19, as well as provide emergency response care and services.

II. Fiscal Management:

The Subrecipient shall:

- a. Purchase equipment between July 18, 2023 through December 31, 2026 as included in the Approved Contract Budget Exhibit C;
- b. Assure that accurate and appropriate documentation is maintained to support the provision of each incurred expense; and
- c. Subrecipient acknowledges that it shall be fully responsible for any unauthorized use of funds and agrees to indemnify the County and repay any funds used contrary to this agreement. Such repayment shall be made upon demand by the County.

III. Comparison to alternatives:

The County considered the following alternative projects for capital expenditures:

- a. Public Water System upgrades to Ringold Water Association totaling \$455,000, to Pasco Heights Domestic Water Association totaling \$2 million, to West Mesa

Domestic Water Association totaling \$450,000 and to Basin City Water and Sewer-public water system totaling \$1 million. All of these public water systems were designed in 1950s and 1940s and serve rural Franklin County. The County identified these aging water systems as a need that would address the negative health impacts of the COVID-19 pandemic as well as a potential alternative under the allowance for water system upgrades to ensure compliance with the Safe Drinking Water Act. County ultimately referred these alternate capital projects to other funding sources in lieu of using ARPA funds.

- b. Of the three proposals, the County considers the adopted expenditure to be the superior alternative because it addresses emergency management for a broader geographic area, which is a more immediate need and which is more causally connected to the negative health impacts of the COVID-19 pandemic. The adopted proposal is also the most proportional and efficacious, as it provides direct aid to members of impacted and disproportionately impacted communities, including low income populations and those receiving assistance. It is imperative that the County assist the local fire districts to provide more resiliency in order to ensure effective COVID-19 prevention, mitigation, and treatment.

IV. Compliance with Other Laws:

Subrecipient acknowledges that it shall be responsible for compliance with any applicable state and federal laws, including those related to procurement and prevailing wage, if applicable. Subrecipient holds the County harmless and agrees to indemnify to the extent any use of funds is found to be in violation of any laws.

Exhibit C

Project Budget and Compensation

The County shall disperse funds to Contractor for equipment and/or eligible expenses incurred in executing the Project pursuant to the Agreement in an amount not to exceed the Contract Maximum. As outlined in **Section 3** of this Agreement, Contractor shall submit to the County a properly executed invoice and cost certification indicating the equipment needed and the amount due for each line item outlined in this section. Subject to **Section 8** of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

The following list includes the medical vehicle in which the funds are to be used:

International BME Mammoth MR10029-0004	\$493,493.80
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EXHIBIT D

CERTIFICATION REGARDING LOBBYING

AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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 and not more than \$100,000 for each such failure.

I hereby certify that I have read and understood the obligations described above, that the Contractor is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

CONTRACTOR NAME: **Franklin County Fire District No. 1**

By: 

Title: **Fire Chief**

Date: **7-18-23**

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 1352 0348-0046
Complete this form to disclose lobbying activities pursuant to 31 U.S.C.
(See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <div style="display: flex; justify-content: space-between;"> <div> Prime Subawardee </div> <div> Subawardee: Tier _____, if known : Congressional District, if known :4c </div> </div>		5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime: Congressional District , if known :
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable : _____	
8. Federal Action Number , if known :	9. Award Amount , if known : \$ _____	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLLA, if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): 	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Federal Use Only:		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

EXHIBIT E

CIVIL RIGHTS ASSURANCES CERTIFICATION

AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901

The funds provided to Contractor are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act.

The Contractor understands and acknowledges that:

As a condition of receipt of federal financial assistance from the Department of the Treasury, with monies distributed through Franklin County, the Contractor named below (hereinafter referred to as the "Contractor") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Contractor's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or fund made available through the Department of Treasury.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Contractor's program(s) and activity(ies), so long as any portion of the Contractor's program(s) or activity(ies) is federally assisted in the manner prescribed above

The Contractor certifies the following:

1. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of

national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.
5. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Contractor and Contractor's subgrantees, contractors, subcontractor, successor, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Contractor understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property.
7. Contractor shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Contractor shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Contractor shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Contractor also must inform the Department of the Treasury if Contractor has received no complaints under Title VI.
9. Contractor must provide documentation of an administrative agency or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If the Contractor settles a case or matter alleging such discrimination, the Contractor must provide documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Contractor makes sub-awards to other agencies or other entities, the Contractor is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.
11. The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

I hereby certify that I have read and understood the obligations described above, that the Contractor is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

Contractor Name: **Franklin County Fire District No. 1**

By:

A handwritten signature in black ink, appearing to read "E. Mausel", is written over a horizontal line.

Title: **Fire Chief**

Date:

A handwritten date "7-18-23" in black ink is written over a horizontal line.



June 9, 2023

Franklin County Fire District #1, WA
One (1) International BME Mammoth MR10029-0004
Build Location: Boise, Idaho

Proposal Price	461,260.00	
Washington State sales tax @ 7.80%		35,978.28
Washington State motor vehicle tax @ 0.30%		1,383.78
Total Bid Price Including Sales Tax		\$498,622.06
Less payment upon completion @ factory discount	(4,744.00)	
Subtotal including all pre-pay discounts	456,516.00	
Washington State sales tax @ 7.80%		35,608.25
Washington State motor vehicle tax @ 0.30%		1,369.55
Total Bid Price Including Pre-Pay Discounts & Sales Tax		\$493,493.80

Terms:

Price Expiration: The above pricing is valid until July 21, 2023.

Delivery: Based on BME's current delivery schedule the apparatus would be ready for delivery within 18 to 20 months from receipt of chassis at the manufacturing facility. Delivery is subject to change pending BME's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

i. **Payment Upon Completion at Factory Discount:** If elected, final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 10 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

c. If Customer elects to purchase the proposed apparatus using a credit card a convenience fee will be applicable.

Consortium Purchase: The proposal is based on the unit being purchased through H-GACBuy (Houston-Galveston-Area-Council Cooperative Purchasing Program) utilizing contract FS12-19 with a registered End User member Interlocal Contract "ILC." It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

Commercial Chassis & Component Price Volatility: Company shall not be responsible for any unforeseen price increase enacted by the commercial chassis supplier or suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of contract or purchase order. Any price increase for commercial chassis or major components of the product will be passed through to the Customer and will be documented on a Change Order.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond \$4,567.00 may be deducted from the purchase price.

Transportation: Transportation of the apparatus to be driven from the factory to the customer's location is included in the above pricing. If customer elects to drive the apparatus from the factory, \$3,000.00 may be deducted from the purchase price. If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements.

Inspection Trips: One (1) factory inspection trips for one (1) customer representatives is included in the above pricing. The inspection trip will be scheduled at a time mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip \$2,000.00 per traveler (per trip) will be deducted from the final invoice.

Acceptance of Proposal: If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance. **All purchase orders shall be made out to Hughes Fire Equipment.**