

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: July 20, 2020	PREPARED BY: Keith Johnson
Meeting Date Requested: <i>July 21, 2020</i>	PRESENTED BY: Keith Johnson
ITEM: (Select One) Consent Agenda X Brought Before the Board Time needed: 10 minutes	
SUBJECT: Acceptance and Adoption of CARES Act program with TRIDEC for Franklin County businesses affected by COVID-19 shutdown	
FISCAL IMPACT: \$5.207,400 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 funds available under that contract to provide grants and loans to small business owners in Franklin County by using TRIDEC as our Associate Economic Development organization (ADO). This agreement authorizes TRIDEC to administer the program on behalf of Franklin County and defines the scope of work under 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 pandemic. This contract provides the terms, stipulations of use and reporting from TRIDEC 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 TRIDEC – Karl Dye - Supports	
ATTACHMENTS: (Documents you are submitting to the Board) Contract with TRIDEC	
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-CITIES DEVELOPMENT COUNCIL (TRIDEC) 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 \$5,207,400 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 with the State Department of Commerce to request reimbursement of CARES Act funds; and

WHEREAS, TRIDEC is the recognized Associate Economic Development organization (ADO) for Franklin County with the Washington State Department of Commerce and is in the best position to manage this program;

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

APPROVED this 21st day of July 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 DEVELOPMENT COUNCIL (TRIDEC), a Washington nonprofit corporation, with its principal address at 7130 West Grandridge Boulevard - Suite A, 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;

WHEREAS, the COUNTY'S share of the CRF is \$5,207,400; and,

WHEREAS, the COUNTY desires to allocate a substantial portion of its share of the CRF to a new "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 its long-time economic development and business outreach partner TRIDEC 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;

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 November 30, 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 only for the purposes of funding CONTRACTOR personnel working to render the CARES Act Community Support Grant Program implementation services described specifically in **Exhibit A**.

CONTRACTOR is also the COUNTY'S "associate development organization", as designated by the COUNTY to the Washington State Department of Commerce, and is eligible to receive certain funds from the COUNTY to finance certain personnel in economic development offices. As such, COUNTY and CONTRACTOR have a separate 2020 economic development services agreement pertaining to functions and services not related to CARES Act grant implementation.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Laura Warr, Director of Finance
Tri-City Development Council
7130 West Grandridge Boulevard - Suite A
Kennewick, Washington 99336
509-735-1000

- b. For COUNTY: Keith Johnson, County Administrator
Franklin County
1016 N 4th Ave
Pasco, Washington 99301
509-545-3578

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

5. COMPENSATION & 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. The work scope of this Agreement is completely separate from and in addition to the work scope of the annual economic development agreement between the COUNTY and the

CONTRACTOR. To compensate CONTRACTOR for the work to be performed under this Agreement, the COUNTY agrees to pay the CONTRACTOR the sum total of \$100,000.00. Payments shall be made by the COUNTY to the CONTRACTOR in the following four installments: The CONTRACTOR shall submit an invoice to the COUNTY in the amount of \$25,000 on or after August 15, 2020; the CONTRACTOR shall submit a second invoice to the COUNTY in the amount of \$25,000 on or after August 30, 2020; the CONTRACTOR shall submit a third invoice to the COUNTY in the amount of \$25,000 on or after September 15, 2020; and the CONTRACTOR shall submit a fourth and final invoice to the COUNTY in the amount of \$25,000 on or before October 31, 2020. No invoices may be submitted after October 31, 2020. The COUNTY shall make payments within twenty-eight (28) days of receipt of each invoice from 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 the 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 representations 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 Development Council

Robert Koch, Chairman

Karl Dye, President

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

**2020 CARES Act
Community Support Grant Program
Scope of Work**

FRANKLIN COUNTY (“COUNTY”) is contracting with TRIDEC (“CONTRACTOR”) for assistance in developing and implementing a business and non-profit organization financial assistance grant program supported by Coronavirus Aid, Relief, & Economic Security Act funds, provided by the federal government and through the State of Washington via the Department of Commerce. The COUNTY will have approximately \$3,000,000 to disburse to qualified companies and organizations through this grant program. Under the terms of this Agreement, CONTRACTOR shall:

1. Develop eligibility and evaluation criteria for grant recipients for review and approval by the COUNTY.
2. Develop and administer a grant application process, including:
 - a. Time schedule for application process;
 - b. Creation of a simple web-based and paper-based application;
 - c. Strategy for advertising, publicity, recruitment, marketing;
 - d. Collection and organization of applications;
 - e. Evaluation of applications, including qualification and prioritization;
 - f. Submission of recommendations for funding to COUNTY.
3. Forward recommendations on grant applications to COUNTY for approval or disapproval and contracting. Recommendations shall be forwarded to the COUNTY in bi-weekly stages to keep the process moving. The latest date for submission of recommendations on grant applications by CONTRACTOR shall be no later than September 15, 2020.
4. Develop a follow-up protocol with grant recipients. CONTRACTOR shall synthesize data collected from surveys of grant recipients, and prepare and deliver a final report to COUNTY on its work performed under this Agreement no later than November 30, 2020.

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