

# Agenda Summary Report (ASR)

## Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> October 26, 2020	<b>PREPARED BY:</b> Shirley Jones
<b>Meeting Date Requested:</b> <i>October 27, 2020</i>	<b>PRESENTED BY:</b> Keith Johnson
<b>ITEM:</b> (Select One) Consent Agenda <span style="float: right;"><input checked="" type="checkbox"/> Brought Before the Board</span> <span style="float: right;">Time needed: 10 minutes</span>	
<b>SUBJECT:</b> Acceptance and Adoption of CARES Act ADO grant program with TRIDEC for Franklin County businesses affected by COVID-19 shutdown	
<b>FISCAL IMPACT:</b> An additional grant in the amount of \$440,083.00 (less an administration [\$25,000.00] cost) from Congress to offset the direct costs incurred as a result of the COVID 19 Pandemic. 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.	
<b>BACKGROUND:</b> 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.	
<b>RECOMMENDATION:</b> Approval of this Resolution.	
<b>COORDINATION:</b> Keith Johnson, Franklin County Administrator – Supports Franklin County Chief Civil Attorney - Supports <b>Department of Commerce – Supports</b> <b>Local business community – Supports</b> <b>TRIDEC – Karl Dye - Supports</b>	
<b>ATTACHMENTS:</b> (Documents you are submitting to the Board)  Contract with TRIDEC	
<b>HANDLING / ROUTING:</b> (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 COUNTY 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 CORONA VIRUS RELIEF AND ECONOMIC SECURITY ACT ADO GRANT PROGRAM***

**WHEREAS**, on March 27, 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 awarded an additional grant in the amount of \$440,083.00 (less an administration [\$25,000.00] cost) for the *“administration of and economic support to small businesses and to economic development non-profit organizations for costs incurred due to the COVID-19 pandemic”* and to *“assist economic development and recovery activities for Franklin County in response to the COVID-19 pandemic”*; 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.

**WHEREAS**, this Agreement is referenced as “CARES Act Agreement #2” in an attempt to avoid confusion with the first CARES Act implementation agreement made between the COUNTY and the CONTRACTOR on July 14, 2020;

**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 27th day of October, 2020.

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem



\_\_\_\_\_  
Member

ATTEST:

\_\_\_\_\_  
Clerk of the Board

**FACE SHEET**

Washington State Department of Commerce  
 Office of Economic Development & Competitiveness  
**Federal CARES ACT – Associate Development Organizations**  
**Working Washington 2.0**  
 Grants, Contracts, and Procurement Unit

<b>1. Grantee</b> Franklin County 1016 North 4 <sup>th</sup> Avenue Pasco, WA 99301		<b>2. Grantee Doing Business As (optional)</b> Franklin County 1016 North 4 <sup>th</sup> Avenue Pasco, WA 99301	
<b>3. Grantee Representative</b> Keith Johnson County Administrator 509-545-3535 kjohanson@co.franklin.wa.us		<b>4. COMMERCE Representative</b> Diana Divens Grants & Contracts Coordinator 360.725.4187 <a href="mailto:diana.divens@commerce.wa.gov">diana.divens@commerce.wa.gov</a> P.O. Box 42525 1011 Plum St. SE Olympia, WA 98504-2525	
<b>5. Grant Amount</b> \$440,083	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> Upon Final Execution	<b>8. End Date</b> November 30, 2020
<b>9. Federal Funds (as applicable)</b> \$440,083	<b>Federal Agency:</b> US Dept. Of Treasury	<b>CFDA Number:</b> 21.019	<b>Indirect Rate (if applicable):</b>
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> SWV0002298	<b>12. UBI #</b> 113-003-194	<b>13. DUNS #</b> N/A
<b>14. Grant Purpose</b> To assist our ADOs, Small Businesses and Economic Development non-profit organizations with costs incurred due to the 2019 Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru November 30, 2020. Final invoices must be received no later than November 30, 2020. Funding is provided from the US Dept. of Treasury CARES ACT. This funding is to assist Franklin County in response to the COVID-19 pandemic.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – A19 Certification, and Attachment "D" – A19 Expense Detail Report.			
<b>FOR GRANTEE</b>  Keith Johnson, Franklin County Administrator Date <u>9-23-2020</u>		<b>FOR COMMERCE</b>  Chris Green, Assistant Director 9/28/2020 Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

**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 4<sup>th</sup> 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**, most of the federal dollars have flowed to and through the states to local government, including multiple allocations Franklin County and other municipalities and special purpose governments within Franklin County; and,

**WHEREAS**, specifically, the COUNTY has entered into Grant Agreement with the Washington State Department of Commerce in the amount of \$440,083.00 (less an administration [\$25,000.00] cost) for the *"administration of and economic support to small businesses and to economic development non-profit organizations for costs incurred due to the COVID-19 pandemic"* and to *"assist economic development and recovery activities for Franklin County in response to the COVID-19 pandemic"*; 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 grant cited herein, as it can be integrated into the existing **CARES Act Community Support Grant Program** that the COUNTY has already established and is currently operating with TRIDEC; and,

**WHEREAS**, this Agreement is referenced as "CARES Act Agreement #2" in an attempt to avoid confusion with the first CARES Act implementation agreement made between the COUNTY and the CONTRACTOR on July 14, 2020;

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

1. CONTRACT DOCUMENTS

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

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

CONTRACTOR shall perform CARES Act grant implementation functions and services for the COUNTY for the duration of this Agreement, as detailed in the attached Scope of Work ("**Exhibit A**") and made part of this Agreement. All COUNTY funds provided under this Agreement shall be used 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 4<sup>th</sup> 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 (**Attachment A**) is completely separate from and in addition to the work scope of the annual economic development agreement between the COUNTY and the CONTRACTOR; and is also separate from the previous CARES Act contract between COUNTY and CONTRACTOR executed on July 21, 2020 (Franklin County Resolution 2020-157). To compensate CONTRACTOR for the work to be performed under this Agreement, the COUNTY agrees to pay the CONTRACTOR the sum total of \$25,000.00. A single, full payment of \$25,000.00 shall be made by the COUNTY to the CONTRACTOR. The CONTRACTOR shall submit an invoice to the COUNTY in the amount of \$25,000.00 by October 31, 2020. No invoices may be submitted after October 31, 2020. The COUNTY shall remit payment within twenty-eight (28) days of receipt of the 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: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

Attest:

\_\_\_\_\_  
Clerk of the Board

**EXHIBIT A**

**2020 CARES Act  
Community Support Grant Program  
Agreement #2  
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 \$415,083.00 to disburse to qualified small businesses (20 employees or fewer) 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 on a rolling basis to keep the process moving. The latest date for submission of recommendations on grant applications by CONTRACTOR shall be no later than November 15<sup>th</sup>, 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 December 15, 2020.

# # #