

FRANKLIN COUNTY RESOLUTION _____

BEFORE THE BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

***RESOLUTION ADOPTING THE SERVICE AGREEMENT BETWEEN FRANKLIN COUNTY AND THE
GREATER PASCO AREA CHAMBER OF COMMERCE FOR ASSISTANCE WITH
IMPLEMENTING FRANKLIN COUNTY'S CARES ACT BUSINESS GRANT PROGRAM***

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

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

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

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

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

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

WHEREAS, the Greater Pasco Area Chamber of Commerce have made their services available to Franklin County to assist in the grant management of this program; and

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

APPROVED this 3rd day of November, 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 Greater Pasco Area Chamber of Commerce (PCC), a Washington non-profit corporation with its principal address at 1110 Osprey Pointe Boulevard, Suite 101, Pasco WA 99301 (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 and local governments; and

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

Whereas, the COUNTY’s share of the CRF is \$7,101,000; and

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

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

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

1. Contract Documents

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

2. Duration of Contract

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

3. Services Provided

CONTRACTOR shall perform CARES Act grant implementation functions and services for the COUNTY for the duration of the Agreement, as detailed in the Scope of Work and made part of this Agreement. All COUNTY funds provided under this Agreement shall be used for the purposes of funding CARES Act business grants totaling \$400,000.

4. Contract Representatives

The parties’ representatives are as follows:

For Contractor

Colin Hastings, Executive Director

Pasco Chamber of Commerce
1110 Osprey Pointe Boulevard
Suite 1010
Pasco, WA 99301

For COUNTY:

Keith Johnson, County Administrator

Franklin County
1016 North 4th Avenue
Pasco, WA 99301

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

5. Compensation and Invoicing

The parties acknowledge that Federal funding, passed 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 of services described in this Agreement. To compensate CONTRACTOR for the work to be performed under this agreement, the COUNTY agrees to pay the CONTRACTOR the sum total of \$70,000. The CONTRACTOR shall submit an invoice to the COUNTY in the amount of \$70,000 on or after November 1, 2020. No invoices may be submitted after November 30, 2020. The COUNTY shall make payments within twenty-eight (28) days of receipt of the invoice from the CONTRACTOR.

6. Amendment and Changes in Work

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

7. Hold Harmless and Indemnification

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorney's fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR, or its subcontractors or their property upon or in proximity of the property of the COUNTY. Provided, that the CONTRACTOR's obligation hereunder shall not extend to the 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 benefits 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 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 right of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employer's 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 (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 aggravated 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 the agreement. Any oral or written representatives or understandings not incorporated in this Contract are specifically excluded.

14. Notices

Any notices shall be effective if personally served upon the other party 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 (3) 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

Greater Pasco Area Chamber of Commerce

Robert Koch, Chair

Colin Hastings, Executive Director

Dated: _____

Dated: _____

Constituting the Board of
Commissioners of Franklin County,
Washington

Clerk of the Board

Approved as to Form:



Deputy Prosecuting Attorney

Exhibit A

Franklin County CARES Act for COVID-19 Affected Businesses Distribution

Franklin County, WA is initiating a request for proposal from the Pasco Chamber of Commerce for distribution of CARES Act dollars for businesses that have been severely affected by the COVID-19 pandemic and the executive orders by the Governor of Washington regulating business activities.

Franklin County has approximately \$400,000 to distribute to affected businesses. These dollars will be distributed in increments of up to \$10,000 based on need and proof of revenue loss during the period of March 27, 2020 to November 30, 2020. These funds will be distributed by November 30, 2020. Businesses located in Franklin County demonstrating adverse effects financially will be eligible to apply.

Background of organizations:

Greater Pasco Area Chamber of Commerce

The Pasco Chamber of Commerce is a nonprofit federally recognized 501(c)(6) focused on business and economic development in Pasco, Washington. The Pasco Chamber of Commerce mission is to foster a vibrant local business environment and to enhance the quality of life in our region.

The Pasco Chamber of Commerce was established in 1912 and has served as the “front door” for tens of thousands of individuals and businesses for 100 years. From business to agriculture to education, the Chamber is a major supporter of the Greater Pasco Area.

Connell Area Chamber of Commerce

The purpose of the Greater Connell Chamber of Commerce is the promotion of agricultural, civic, commercial, recreational, and financial interests of the citizens of Connell, Basin City, Eltopia and Mesa, and the preservation of the free enterprise system.

Sol Case Management

Sol was founded in 2003 to provide quality bilingual vocational rehabilitation services to individuals, businesses, and organizations. Sol expanded services to include bilingual behavioral health services to obtain objective data to address psychological issues among injured workers to facilitate return to work services. Additionally, Sol has provided bilingual academic assistance in reading and math to over 30 school districts in Washington State to assist in increasing student capacities in these two subject matters to improve the success rate of high school completion. More recently, Sol opened the first bilingual driving school in Washington State to service the large monolingual Spanish-speaking Latino community in Eastern Washington to assist them in obtaining and maintaining gainful employment.

Pasco Chamber of Commerce and Sol Case Management have a strong working relationship providing services to small businesses. This partnership was recently awarded a WALNI SHIP grant to complete a preliminary Latino return to work research project. The goal of this project is to obtain data that will lead to an eventual decrease of workplace injuries, increased return to work for Latino injured workers, and maintain a productive work environment.

Pasco Chamber of Commerce Leadership

Jason Hogue, American Family Insurance, President of the Board
Joe Roach, Atkins Engineering, Immediate Past President
Tara Wiswall, Edward Jones, Past President
Randy Hayden, Port of Pasco, Vice President
Kim Fall, Conover Insurance, Vice President
Dave Zabell, City of Pasco, Board member
Delt Clark, Christensen Inc., Board member
Vicki Haines, Atomic Dermatology, Board member
Shane Edinger, Pasco School District, Board member
Derrel Ebert, Tri-City Dust Devils, Board member
Nick Punch, Baker Boyer Bank, Board member
Rob Di Piazza, Hometown Values Magazine, Board member
Janet Mick, Minuteman Press, Board member
Rolando Rodriguez, Sol Case Management, Board member

Brief background of staff who will be involved in providing services under the proposed contract.

Colin Hastings, Executive Director of the Pasco Chamber of Commerce

Prior to accepting the Executive Director position for the Pasco Chamber in 2011, Mr. Hastings and his wife owned a couple of small service-retail businesses and operated a small cherry orchard outside of Pasco.

Mr. Hastings sits on the Hanford Area Economic Investment Fund (hanfordfund.com), Meier Architecture & Engineering Board of Directors, and serves as Chairman of the Board of Directors for the Annual Water Follies event featuring Unlimited Hydroplane Races held each year in the Tri-Cities. He is also on the Board of Directors for the Pasco Kiwanis Club, Pacific Technology Alliance promoting rural broadband access and the Washington Policy Center Eastern WA Advisory Board. Mr. Hastings graduated from Seattle University with a degree in Business Administration.

Rolando Rodriguez, MS, CDMS, CRC, President of Sol Case Management

Mr. Rodriguez has over 22 years of experience as a bilingual Vocational Rehabilitation Counselor providing direct services/engagement to stakeholders; injured workers, employers/businesses, and medical providers. He has successfully owned his own business for over sixteen years, while continuously looking for ways to become more effective, efficient, and productive. Throughout his 22 years of experience as a bilingual Vocational Rehabilitation Counselor, Mr. Rodriguez has been committed to working with all relevant stakeholders to facilitate return to work efforts for industrially injured

Contact information.

Colin Hastings, Executive Director, Pasco Chamber of Commerce
1110 Osprey Pointe Boulevard Suite 101
Pasco, WA 99301
www.pascochamber.org
509-547-9755

Franklin County CARES Act for COVID-19 Affected Businesses Distribution

FCCACABD is a collaborative effort with the Pasco Chamber of Commerce and Sol Case Management to provide business to business outreach/education to small businesses in Franklin County in a culturally and linguistically appropriate manner within a 30-day period. Eligible businesses can apply directly online in a fillable application offering an ease of application and consistency of fields to create database.

FCCACABD will approach this engagement with a tiered approach:

1. Create a bilingual culturally competent media outreach campaign to targeted businesses using print, radio, social media (Facebook-El Face), WhatsApp, television and through collaboration with the Franklin County non-profit organizations to educate small/minority business owners of the latest iteration of CARES Act grant dollars. Emphasis will be placed on door to door knocking/visiting a minimum of 200 businesses.
2. Targeted businesses will be encouraged to apply online with easy to use fillable form. A committee will be formed to review the applications to ensure businesses are eligible and meet the criteria for the grant.
3. The Pasco Chamber Board of Directors representatives will form a committee to make the determination dispersing grants to eligible applicants.

FCCACABD funding requested is \$70,000.00 for administration of the program. Below is the breakdown of how the funds will be used:

Association & nonprofit communications, newspaper, radio, television & social media;
development and production - \$10,000

Mileage, office supplies, computer expense, meals, accounting, professional expenses,
misc. -\$5,000

Potential Audit costs - \$25,000

Management of program - \$30,000.00

Operations of implementing project

Onsite visits, research and database development

Canvassing costs and prospect database information

Reporting costs

Project assessment report