

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: August 27, 2020	PREPARED BY: Keith Johnson
Meeting Date Requested: Sept 1, 2020	PRESENTED BY: Keith Johnson
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda Brought Before the Board Time needed: 10 minutes	
SUBJECT: Authorization of County Administrator to sign/approve individual business grants funded by federal CARES Act administered through the Tri Cities Economic Development Council (TRIDEC).	
FISCAL IMPACT: No additional fiscal impact beyond CARES Act funds already approved.	
BACKGROUND: The board of commissioners has already approved the expenditure of \$3,100,000 of CARES Act funds for business grants and administration in Franklin County. The CARES Act grant requires a contract between the County and the grant recipient. To ensure timely transition of funds to the grant recipient and reimbursement from the State Dept of Commerce, it is necessary to expedite contract approval by having the County Administrator approve these contracts rather than bring each one before the board of commissioners. The County Administrator will provide the detail of the name of the recipient and the amount to the board for review.	
RECOMMENDATION: Approval of this Resolution.	
COORDINATION: Keith Johnson, Franklin County Administrator – Support Department of Commerce – Supports TRIDEC – Karl Dye - Supports	
ATTACHMENTS: (Documents you are submitting to the Board) Sample agreement with grant recipient	
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 AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE INDIVIDUAL GRANT APPLICATIONS FROM BUSINESSES IN FRANKLIN COUNTY UNDER 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, The Interagency Agreement requires a contract between the County and individual grant recipients for each grant; and

WHEREAS, on July 20, 2020 Franklin County approved \$3,100,000 of CARES Act funds to be used for business grants and related grant management by the Tri-Cities Economic Development Council (TRIDEC);

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners hereby authorizes the County Administrator to approve by signature the contracts between the County and individual grantees under the program. The County Administrator will provide reports to the Board of Commissioners as to the individual grant recipients, the amounts granted and other requested information.

APPROVED this 21st day of July 2020.

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

Chair

Chair Pro Tem

Member

ATTEST:

Clerk to the Board



BOARD OF COMMISSIONERS
FRANKLIN COUNTY
WASHINGTON

BRAD PECK
District 1

ROBERT KOCH
District 2

CLINT DIDIER
District 3

Keith Johnson
County Administrator

**AGREEMENT BETWEEN FRANKLIN COUNTY
AND _____
FOR TRANSFER AND USE OF FRANKLIN COUNTY
“CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT”
COMMUNITY SUPPORT PROGRAM GRANT FUNDING**

This Agreement, by and between the Franklin County, a political subdivision of the State of Washington (hereinafter “County”), and _____, located at _____ (hereinafter “Company”) – collectively referred to as the “Parties” – shall be effective upon execution by both Parties.

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

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

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

WHEREAS, this assistance allows the Company to maintain an economic presence in Franklin County, and promote economic stabilization; and,

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

WHEREAS, the Company has been awarded a \$_____ Franklin County CARES Act Community Support Program grant (“Grant Funds”) for the benefit of the Company for allowable expenses. The Company’s application is attached hereto as **Exhibit A**; **NOW THEREFORE**, it is agreed by the Parties hereto that:

I. Statement of Work & Certification

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

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

- Company rent or mortgage expenses paid/due on or after March 27, 2020;
- Company utility expenses paid/due on or after March 27, 2020;
- Company insurance expenses paid/due on or after March 27, 2020.
- Company consulting, marketing, training, personal protection equipment (“PPE”), or expenses incurred to accommodate changes specifically related to COVID-19 impacts, paid/due on or after March 27, 2020;

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

Sign and Date

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

Sign and Date

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

Sign and Date

Performance Period: March 27, 2020 to November 15, 2020.

II. Method of Payment and Documentation of Expenses:

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

The County will provide payment by check not to exceed \$_____ for the eligible, documented expenses.

III. Record Maintenance and Reporting

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

The Company shall provide an update on the economic impact of the CARES Act assistance to the County through its CARES Act Community Support Program facilitation partner, the Tri-Cities Development Council (TRIDEC), by November 15, 2020 to include: The operating status of the company (open or closed), the number of employees working at that time, and a brief description of how the grant funding impacted the Company.

IV. Subrogation and Duplication of Benefits

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

Upon receiving any duplication of benefit proceeds, the Company agrees to immediately notify the County. If some or all of the proceeds are determined to be a duplication of benefit, the portion that is a duplication of benefit shall be repaid to the County forthwith.

V. Severability

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

VI. Waiver

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

VII. Event of Default

If the Company fails to comply with all the requirements set forth herein, said failure to comply shall be deemed an event of default as described below and the Company shall immediately repay the CARES Act assistance in full. An event of default shall arise under this Agreement upon the occurrence of any one or more of the following:

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

VIII. Amendment

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

unless in writing and signed by both parties.

IX. Entire Agreement

This Agreement constitutes the entire agreement between Franklin County and the Company for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the County and the Company with respect to this Agreement.

X. Governing Law

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

XI. Electronic Signatures

This Agreement and related documents entered into in connection with this Agreement are signed when a party’s signature is delivered by e-mail or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

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

Company: _____

Franklin County

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____