ARPA BENEFICIARY AGREEMENT

This ARPA Beneficiary Agreement ("Agreement") is dated as of the 4th day of May, 2023, by and between Grant County, a Washington political subdivision ("County"), and the entity Senior Opportunity Association, Inc. (Federal Tax ID# 91-0850559, UEI # VR9EB64W16M3),a Washington State tax exempt public charitable organization ("Beneficiary").

WHEREAS, the U.S. Department of the Treasury ("Treasury") has allocated to the County $18,983,490.00 of federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 ("ARPA Funds") under Section 602 (b) and 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act ("ARPA Act"), for the limited purposes identified in the Agreement between the Treasury and Grant County designated under FAIN # #SLFRP2169 (Agreement), identified as [redacted], the Coronavirus State and Local Fiscal Recovery Funds Final Rule ("Final Rule"), identified as [redacted], and the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds ("Compliance & Reporting Guidelines"), identified as [redacted] are attached hereto and incorporated herein by this reference.

WHEREAS, the County desires to allocate portions of the ARPA Funds awarded to Grant County in support of replacing lost revenue for local non-profit organizations serving our under-served population.

Notable negative economic impacts by the Beneficiary include the following:
Lost revenue from curtailed operations. The population these entities serve are some of the most heavily impacted groups during the pandemic. Our seniors were the most vulnerable to negative physical and social impacts of COVID-19 and were kept away from services such as congregate meals and social activities. These entities need an infusion of funding to restore their services to the very vulnerable.

WHEREAS, the County believes the provision of non-profit food assistance and nutrition programs qualifies this project as an eligible use of ARPA Funds as outlined previously.

WHEREAS, the County and Beneficiary desire to enter into this Agreement so that the County may advance ARPA Funds via a direct economic support grant to provide the Beneficiary with sufficient resources to proceed as allowed under the Attachments A & B.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until December 31, 2026, unless terminated by the County in writing.

2. ARPA Funds. The County agrees to provide to the Beneficiary a total dollar sum not to exceed $ 30,000 on a advance payment basis for eligible costs incurred during the period of March 3, 2021, through September 30, 2026 based on eligibility criteria outlined in Attachment D, Scope of Work.

3. Reimbursement Request Support. For entities receiving ARPA Funds on a reimbursement basis, to facilitate release of ARPA funding to the Beneficiary, the Beneficiary will submit a detailed invoice in a form specified and approved by the County, no more frequently than monthly and at minimum on a quarterly basis, detailing the eligible expenses incurred by the Beneficiary for which Reimbursement is being requested. Each Reimbursement request submitted by the Beneficiary will include a signed certification by the Beneficiary that such expenses represent eligible expenses incurred by the Beneficiary based on the eligibility criteria outlined in Attachment D and that such expenses have not been nor will be reimbursed under any other government or private entity program. Such schedule may be modified with the prior approval of the County. Failure to provide any of the required documentation may result in termination of the Agreement and in the withholding and/or nonpayment of all remaining funds awarded to the Beneficiary by the County under the Agreement.

4. Advance payment Support. For entities receiving ARPA funds as an advance payment, a progress and final report will be required when the funding has been expended. At the discretion of the BOCC, all entities in this category may be required to provide a narrative budget either at the time this agreement is signed or along with the progress and final report.

5. Ineligible Uses. Non-allowable uses of ARPA Funds include, without limitation, the following: a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase; b) damages covered by insurance; c) usage of funds as a deposit into any pension fund; d) expenses that have been or will be reimbursed under any federal program; e) debt service costs; f) contributions to a "rainy day" fund; g) legal settlements and h) any and all other ineligible uses listed in the Final Rule.

6. Termination. The County may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Beneficiary.

7. Independent Contractor. Each party under the Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Beneficiary shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

8. Indemnification. The Beneficiary agrees to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Beneficiary, its officers, directors, employees, and/or agents relating to the Beneficiary's performance or failure to perform under this Agreement. The section shall survive the expiration or termination of this Agreement.

9. Compliance with Laws, Guidelines. The Beneficiary shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) of Attachments A & B, and Compliance & Reporting Guidelines to the extent applicable, when disbursing ARPA Funds to Beneficiary or when seeking Reimbursement from the County.

10. Maintenance and Audit of Records. The Beneficiary shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the County or its designee, the Washington State Auditor's Office and as required by Attachments A & B, and Compliance & Reporting Guidelines for five (5) years after all funds have been expended or returned. If it is determined during the course of the audit that the Beneficiary was reimbursed for unallowable costs under this Agreement, the Beneficiary agrees to promptly reimburse the County for such payments upon request.

11. Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Beneficiary: Organization: Senior Opportunity Association, Inc.
Contact Name: Perry McClellan
Address: P.O. Box 186
City/State/Zip Soap Lake, WA 98851

Grant County: Grant County Commissioners
P.O. Box 37
Ephrata, WA 98823

12. Improper Influence. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

13. Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

14. Time. Time is of the essence in this Agreement.

15. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

16. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.

17. Governing Law; Venue. The Agreement will be governed in all respects by the laws of Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Grant County, Washington or as provided by RCW 36.01.050.

18. Non-Waiver. No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a wavier thereof; nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

20. Assignment. The Beneficiary shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.

21. Entire Agreement. This Agreement constitutes the entire agreement between the County and the Beneficiary 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 parties with respect to this Agreement.

22. No Third Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either Party has to Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

23. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

24. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.

25. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

DATED this 31st day of May, 2023.

BENEFICIARY ORGANIZATION: Senior Opportunity Association, Inc.

PRINTED NAME: Perry McClellan **TITLE:** President

SIGNATURE:

DATED this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON

_____
Rob Jones, Chair

_____
Cindy Carter, Vice Chair

_____
Danny E Stone, Member

ATTEST:

_____ _____
Barbara J. Vasquez, Clerk of the Board Date

Approved as to Form:

_____
Rebekah M. Kaylor, WSBA#: 53527
Deputy Prosecuting Attorney

ATTACHMENT A

INTERAGENCY AGREEMENT BETWEEN
THE U.S. DEPARTMENT OF TREASURY AND
GRANT COUNTY

Attachment A provided as a separate document

ATTACHMENT B

U.S. DEPARTMENT OF TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
FINAL RULE
EFFECTIVE 4-1-2022

https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf

ATTACHMENT C

U.S. DEPARTMENT OF TREASURY
COMPLIANCE AND REPORTING GUIDANCE FOR CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
DATED 9-20-22
Version 5.0

https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf

ATTACHMENT D

SCOPE OF WORK

The Board of Commissioners is directing to provide the Beneficiary a total dollar amount not to exceed $ 30,000 of ARPA Funds in support of Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted) reported as 2.34 under 2-Negative Economic Impacts in the SLFRF Compliance Report.

Expenses under this grant must meet the eligibility criteria outlined below:

1. **Eligible Costs** Any costs associated with the provision of nutrition programs to those served by senior centers as a disproportionately impacted population during the COVID-19 pandemic.

2. **Program Funding and Award Amount**

   The County shall make $ 30,000 of ARPA funds available under Attachment A that will be paid to the Beneficiary on a advance payment basis.

   All funds are to be disbursed no later than September 30, 2026.

3. **Reporting**

   The ARPA funding will be provided via warrant to the Beneficiary upon its submission to the County of expenditure details, together with copies of invoices, receipts and other supporting documentation for each expense for which reimbursement is requested, along with a signed certification by the Beneficiary that such expenses represent eligible expenses incurred by the Beneficiary based on the eligibility criteria outlined above and that such expenses have not been nor will be reimbursed under any other government or private entity program. The Beneficiary may only submit one request for reimbursement per month and at minimum on a quarterly basis. This will ensure the eligibility of the expenditures consistent with the application requirements prior to payment.

   The Beneficiary reporting obligations listed above will not be required if one or both statements below are checked:

   ☑ A narrative budget and plan has been previously submitted by the applicant and approved by the BOCC. A progress and final report from the beneficiary on grant usage is required.

   ☑ This beneficiary is designated as being within an eligible class for grant allocation. A progress and final report from the beneficiary on grant usage is required and the BOCC may require a narrative budget to accompany the progress and final report.