

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
GRANT COUNTY AND GRANT COUNTY PORT DISTRICT 5 FOR
GRANT FUNDING THROUGH THE CARES ACT**

This Interlocal Cooperation Agreement (the "Agreement") is entered into between Grant County, Washington (the "County"), a political subdivision of the State of Washington, and Grant County Port District 5 (the "Port"), collectively referred to as the "Parties."

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was signed into law providing for over \$2 trillion relief for American workers, families, and small businesses, and to preserve jobs for American industries;

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

WHEREAS, the County's share of the CRF is approximately 5.4 million;

WHEREAS, the County desires to immediately make available up to \$15,000 to the Port for its COVID 19 response;

WHEREAS, RCW Chapter 39.34, entitled the Interlocal Cooperation Act, permits local governments, including Cities and counties, to make the most efficient use of their powers by enabling them to cooperate in order to provide services and facilities that "will accord best with geographic, economic, population and other factors influencing the needs and development of local communities;"

NOW, THEREFORE, in consideration of the premises and promises, terms and conditions set forth below, it is agreed as follows:

**ARTICLE I
PURPOSE**

1.1 Purpose. The purpose of this Agreement is to set forth the terms and conditions under which the County will provide grant funding to the Port.

**ARTICLE II
GRANT FUNDING AND PORT'S USE OF FUNDS**

2.1 Grant Funding. The County agrees to provide up to \$15,000.00 to the Port from the County's share of its local CRF allotment, to be used for costs incurred by the Coronavirus public health emergency during the period of March 1, 2020, through October 31, 2020, and not accounted for in the Port budget approved as of March 27, 2020.

2.2 Port's Use of Grant Funds. The Port shall comply with the Department of Commerce's *Coronavirus Relief Funds for Local Governments Program Guidelines: CARES Act Funds for Local Governments in Washington State*, dated May 18, 2020, which is attached hereto as Attachment A and incorporated by this reference.

2.2.01 Eligible Expenses. The Port shall ensure that the funds cover costs that are necessary and eligible under any of six cost categories:

- (a) COVID-19-related medical expenses;
- (b) COVID-19-related public health expenses;
- (c) Payroll Expenses for those employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
- (d) Expenses of actions to facilitate compliance with COVID-19 public health measures;
- (e) Expenses of associated with the provision of economic support related to the COVID-19 public health emergency, and;
- (f) Any other Covid-19 related expense necessary to the function of government that satisfy the fund eligibility criteria.

2.2.02 Ineligible Expenses. Non-allowable expenditures include, but are not limited to:

- (a) Expenses for the state share of Medicaid;
- (b) Damages covered by insurance;
- (c) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
- (d) Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by states to state unemployment funds;
- (e) Reimbursement to donors for donated items or services;
- (f) Workforce bonuses other than hazard pay or overtime;
- (g) Severance pay;
- (h) Legal settlements.

2.2.03 Eligible Cost Test. The Port shall determine whether or not an expense is eligible using the Washington State Department of Commerce's five-part cost test as further detailed in Attachment A. If all responses for the particular incurred cost are "true" for all five statements below, the Port may deem the cost is eligible:

- (a) The expense is connected to the COVID-19 emergency;
- (b) The expense is "necessary;"
- (c) The expense is not to fill a shortfall in government revenues;
- (d) The expense is not funded through another budget line-item, allotment or allocation, as of March 27, 2020; and
- (e) The expense would not exist *but for* COVID -19 or would be for a "substantially different" purpose.

2.3 Reimbursement. The County shall pay the grant funds to the Port on a reimbursement basis upon certification by the Port of the eligibility of the expenses incurred for such work, so long as requests for reimbursement are submitted on or before October 15, 2020, to allow for the County's October 31, 2020 reporting deadline. Requests for reimbursement shall be completed on a form provided by the County.

ARTICLE III

ADMINISTRATION

3.1 Administration. This Agreement shall be administered by the Port with no administrative or overhead costs passed to the County.

3.2 Processing Reimbursements. Port reimbursement submittals to the County shall be processed within fifteen days of receipt by the County.

ARTICLE IV EFFECTIVE DATE OF AGREEMENT

4.1 Duration. This Agreement shall be effective only upon execution by the Parties and filing with the Grant County Auditor pursuant to RCW 39.34.040, and shall extend until the CRF allotment been exhausted or October 31, 2020, whichever occurs first.

ARTICLE V INDEMNITY

5.1 Claims. The Port agrees to indemnify, defend and hold the County, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by an act or omission of the Port's officers, directors, employees and agents relating to the Port's performance of work funded by this Agreement.

5.2 Invalid Reimbursements. The Port shall bear the risk of invalid claims. In the event a claim is ruled invalid by the Washington Department of Commerce, the Federal Government or any other entity responsible for processing the claims the Port shall reimburse the County for the amount of the denied claim.

ARTICLE VI PERFORMANCE OF AGREEMENT

6.1 Compliance with All Laws. Each party shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.

6.2 Maintenance and Audit of Records. Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents and other materials for five (5) years following the termination of this Agreement.

6.3 Inspections. Either party or its designee may evaluate the performance of this Agreement through inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state and local laws, rules, regulations and ordinances.

6.4 Improper Influence. Each party agrees, warrants and represents 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 offered or conferred with a view towards obtaining, maintaining or extending this Agreement.

6.5 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 as defined in RCW 42.23 *et seq.*

ARTICLE VII DISPUTES

7.1 Time. Time is of the essence of this Agreement.

7.2 Waiver Limited. A waiver of any term or condition of this Agreement must be in writing and signed by the party. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

7.3 Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees and costs incurred in that action, arbitration or other proceeding.

7.4 Governing Law and Venue. This Agreement shall be governed exclusively by the laws of the State of Washington. Grant County shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

ARTICLE VIII GENERAL PROVISIONS

8.1 Assignment. Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

8.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. There are no understandings or agreements between parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce either party to enter into this Agreement.

8.3 Modification. This Agreement may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement signed by the parties and adopted by resolution of each Party's legislative authority.

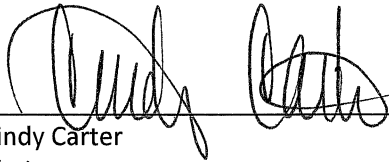
8.4 **Invalid Provisions.** The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

GRANT COUNTY WASHINGTON
BOARD OF COUNTY COMMISSIONERS

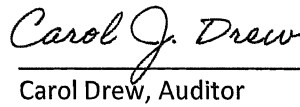
GRANT COUNTY PORT DISTRICT 5

ADOPTED on this 4th day of August, 2020.

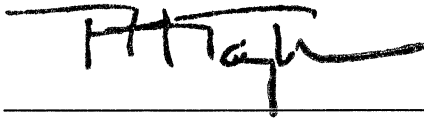
ADOPTED on this 3 day of August, 2020.



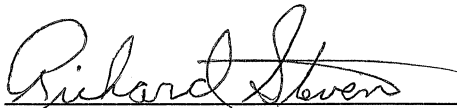
Cindy Carter
Chair



Carol Drew, Auditor

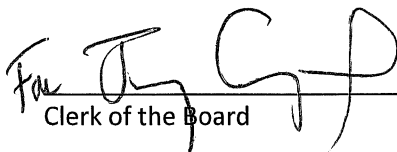


Tom Taylor
Vice-Chair



Richard Stevens
Commissioner

ATTEST:



Clerk of the Board

APPROVED AS TO FORM:

Civil Deputy Prosecuting Attorney

ATTACHMENT A

Coronavirus Relief Funds for Local Governments Program Guidelines: CARES Act Funds for Local Governments in Washington State (May 18, 2020)

ATTACHMENT A



Coronavirus Relief Funds for Local Governments Program Guidelines

**CARES Act Funds for Local Governments
In Washington State**

**Administered by the Department of Commerce
Local Government Division**

**P.O. Box 42525
Olympia, WA 98504-2525**

(Dated 5-18-2020)