

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THURSTON COUNTY AND THE CITY OF OLYMPIA FOR  
GRANT FUNDING THROUGH THE CARES ACT**

This Interlocal Cooperation Agreement (the "Agreement") is entered into between Thurston County, Washington (the "County"), a political subdivision of the State of Washington, and the City of Olympia (the "City"), a Washington municipal corporation, 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; and

**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; and

**WHEREAS**, the County's share of the CRF is \$15,724,500; and

**WHEREAS**, the County signed a grant agreement with the Washington State Department of Commerce on March 19, 2020 for the Washington State COVID-19 Outbreak Emergency Housing Grant (EHG) for \$999,376; and

**WHEREAS**, the purpose of the EHG grant is to respond to the COVID-19 outbreak related to public health needs of people experiencing homelessness or otherwise in need of quarantine or isolation housing during the COVID-19 outbreak; and

**WHEREAS**, people experiencing homelessness have lost access to hygiene services since the COVID-19 outbreak due to the closure of public hygiene facilities; and

**WHEREAS**, people experiencing homelessness have lost access to shelter services since the COVID-19 outbreak due to the social distance requirements in congregate shelter facilities; and

**WHEREAS**, the County desires to contract a portion of the CRF and EHG funding the County has received to the City for hygiene services for people experiencing homelessness in Olympia and the Thurston County urban core to support hygiene best practices during the COVID-19 pandemic; and

**WHEREAS**, RCW Chapter 39.34, entitled the Interlocal Cooperation Act, permits local governments, including port districts 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;" and

**WHEREAS**, the County has determined that engaging with the City for the disbursement of the CRF and EHG funds, pursuant to the terms below, would yield efficiencies not available to the County alone;

**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 disburse CRF and EHG funds for grants to the City for authorized purposes.

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

**2.1 Grant Funding.** The County agrees to provide the sum of up \$150,000 to the City from the County's share of its local CRF allotment and Commerce EHG funds, to be used for hygiene and other related services for people experiencing homelessness impacted by the Coronavirus public health emergency during the period of March 17, 2020, through October 31, 2020, and not accounted for in the City budget approved as of March 27, 2020.

**2.2 Additional Grant Funding.** As the needs to address the COVID-19 pandemic for the unsheltered population evolve and change over time, the County will contract with the City for specific activities and funding amounts, under the scope of this Agreement.

**2.3 City's Use of Grant Funds.** The City 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. The City shall comply with the County's *COVID-19 Outbreak Emergency Housing Plan*, dated March 23, 2020, which is hereto at Attachment B and incorporated by this reference.

**2.3.01 Use of Executed Contracts.** The City may expend funds after a fully executed contract is signed by both the County and the City. Eligible expenses and activities will be specified in the executed contract. A copy of the standard contract template that will be used is attached hereto at Attachment C and incorporated by this reference.

**2.3.02 Eligible Expenses.** The City shall ensure that the funds cover costs that are necessary and eligible under CARES Act or EHG funding requirements.

**2.3.03 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; or
- (h) Legal settlements.

**2.3.04 Eligible Cost Test.** The City 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 City 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 City on a reimbursement basis upon certification by the City 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.

### **ARTICLE III ADMINISTRATION**

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

**3.2 Processing Reimbursements.** City reimbursement submittals to the County shall be processed within thirty 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 Thurston County Auditor and City's Clerk of the Council, pursuant to RCW Chapter 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 City 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 City's officers, directors, employees and agents relating to the City's performance of work funded by this Agreement.

### **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 parties. 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. Thurston 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**

**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.

**8.1 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.

**8.2 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.

**8.3 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.

**THURSTON COUNTY WASHINGTON  
BOARD OF COUNTY COMMISSIONERS**

**CITY OF OLYMPIA, WASHINGTON**

ADOPTED on this \_\_\_\_\_ day of August, 2020.

ADOPTED on this \_\_\_\_\_ day of August, 2020.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Steven J. Burney, City Manager

\_\_\_\_\_  
Vice-Chair

Approved as to form:

**Mark Barber**

\_\_\_\_\_  
Mark Barber, City Attorney

\_\_\_\_\_  
Commissioner

ATTEST:

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

APPROVED AS TO FORM:  
Jon Tunheim  
Thurston County Prosecutor

By:

\_\_\_\_\_  
Elizabeth Petrich  
Chief Civil Deputy Prosecuting Attorney



# 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*

## Contact Information

### Mailing / Street Address:

Washington State Department of Commerce  
Local Government Division  
PO Box 42525  
1011 Plum Street SE  
Olympia, WA 98504-2525

### Program Leadership:

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Community Capital Facilities Unit  
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[Tony.Hanson@commerce.wa.gov](mailto:Tony.Hanson@commerce.wa.gov)

Tina Hochwender  
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Community Assistance and Research Unit  
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### Commerce Leadership:

Lisa Brown, Ph.D.  
Director

Mark Barkley  
Assistant Director  
Local Government Division

*This publication is available in an alternative format upon request. Events sponsored by Commerce are accessible to persons with disabilities. Accommodations may be arranged with a minimum of 10 working days' notice by calling 360-725-3087*

# Coronavirus Relief Funds (CRF) for Local Governments Program Guidelines

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# General Information

## 1. Source of Funds

You have been awarded funds through the state's Coronavirus Relief Funds (CRF). The funds are available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Your grant is funded entirely through the federal stimulus funding under the CARES Act provided by the U.S. Department of Treasury (US Treasury) to the Governor via the Office of Financial Management (OFM).

On April 27, 2020 Governor Inslee announced the award of nearly \$300 million to local governments in CRF from the state's allocation of the CARES Act funding.

## 2. Allocation Formula

OFM developed the allocation methodology and determined the jurisdiction amounts. The allocations were based on 2019 population estimates for each jurisdiction.

Funds will be provided to cities and counties with populations under 500,000 that were ineligible to receive direct funding under the CARES Act. Each county will receive a minimum distribution of \$250,000 and each city will receive a minimum distribution of \$25,000.

Cities and counties with populations over 500,000 did not receive a direct allocation from the state. Instead these jurisdictions received a direct allocation from the US Treasury (i.e. city of Seattle, King Co., Pierce Co., Snohomish Co., etc.).

For a complete list of cities and counties and their allocations, click [here](#).

## 3. Period of Performance

The Coronavirus Relief Funds may only be used for costs incurred by local governments in response to the COVID-19 public health emergency during the period of March 1, 2020 thru October 31, 2020.

The [US Treasury's Guidance](#) provides an end date of December 30, 2020. This is the end date in which the state must have reimbursed all "recipients of the funds" (grantees) their costs incurred in response to the COVID-19 emergency. In order to allow time for Commerce to process final payments and conduct contract closeouts; and for OFM to fully utilize any unspent funds before they expire, expenditures are only being accepted on costs incurred through October 31, 2020.

***All final requests for reimbursement must be submitted no later than November 15, 2020.***

## 4. Intended Use

Under the CARES Act, the Coronavirus Relief Funds (CRF) may be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); **AND**
2. Are **NOT** accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government. The "most recently

approved” budget refers to the enacted budget for the relevant fiscal period for the particular government. A cost meets this requirement if:

- a) The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; *OR*
  - b) The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.
3. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Funds may **NOT** be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The use of these funds are very broad and flexible, and can be used for both operating and **capital expenditures**.

If funds are being used for capital expenditures such as acquisition of real property or construction / renovation costs, please contact us immediately. We will provide you with further information and guidance. Utilizing CRF for these purposes will require additional Federal and state provisions being applied to the project such as:

- All projects must be reviewed under a Federal Section 106 review for archaeological and cultural resources if the project: acquires property, disturbs ground, and/or involves structures more than 50 years old. Grantees must submit documentation to the project manager when the review is complete. Section 106 supersedes the [Governor's Executive Order 05-05](#) review.
- Construction / renovation projects may be required to meet high-performance building standards and document they have entered the state's LEED certification process.
- Construction / renovation projects will be required to follow Federal Davis Bacon and state prevailing wage laws, rules, and regulations.

Additionally, grantees must ensure all capital expenditures are only for costs incurred through the limited timeframe of March 1, 2020 thru October 31, 2020.

## **5. Eligible costs**

There are six (6) primary eligible cost categories. These cost categories and their eligible cost sub-categories are as follows:

1. **Medical expenses** such as:
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.

- Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. **Public health expenses** such as:
    - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
    - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
    - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
    - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
    - Expenses for public safety measures undertaken in response to COVID-19.
    - Expenses for quarantining individuals.
  3. **Payroll expenses** for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
  4. **Expenses of actions to facilitate compliance with COVID-19-related public health measures**, such as:
    - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
    - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
    - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
    - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
    - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
    - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
  5. **Expenses associated with the provision of economic support** in connection with the COVID-19 public health emergency, such as:
    - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
    - Expenditures related to a state, territorial, local, or Tribal government payroll support program.
    - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. **Any other COVID-19-related expenses** reasonably necessary to the function of government that satisfy the Fund’s eligibility criteria.

## 6. *Ineligible costs*

Non-allowable expenditures include, but are not limited to:

1. Expenses for the state share of Medicaid.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. 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.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

## 7. *Eligible cost test*

Grantees are charged with determining whether or not an expense is eligible based on the [US Treasury’s Guidance](#) and as provided in the grantee’s contract scope of work with Commerce.

To assist grantees with this determination, Commerce has developed an eligibility cost test. This test gives each grantee full authority to make the appropriate call for each circumstance.

**TEST** – If all responses for the particular incurred cost are “true” for all five statements below, then a jurisdiction can feel confident the cost is eligible:

1. The expense is connected to the COVID-19 emergency.
2. The expense is “necessary”.
3. The expense is not filling a short fall in government revenues.
4. The expense is not funded thru another budget line item, allotment or allocation, as of March 27, 2020.
5. The expense wouldn’t exist without COVID-19 OR would be for a “substantially different” purpose.

It is the responsibility of each grantee to define “**necessary**” or “**substantially different**”, giving the grantee the authority and flexibility to make their own determination.

**Additional consideration** – The intent of these funds is to help jurisdictions cover the immediate impacts of the COVID-19 emergency. Both direct costs to the jurisdiction and costs to their communities. There are many possible eligible costs.

Many costs are clearly eligible and others are in more of a grey area. One could probably justify some of the “grey area” costs based on the test, but are they directly addressing the immediate impacts? Possibly not. In these situations it may be safer and more appropriate to utilize the funds in one of the many other eligible cost categories that more clearly meet the intent of the funds. Again, each grantee has the full authority to make the final call based on their circumstances and justification.

## 8. Cost reimbursement

Funds are available on a reimbursement basis only, and cannot be advanced under *any* circumstances. If funds are being used for the acquisition of real property or construction / renovation costs, please contact us immediately. Reimbursable costs are those that a Grantee has already incurred. We may only reimburse grantees for eligible costs incurred in response to the COVID-19 public health emergency during the period of March 1, 2020 thru October 31, 2020.

### Final Date of Reimbursements

In order to ensure all awardees and their costs incurred in response to the COVID-19 emergency are paid out by December 30, 2020 per the [US Treasury's Guidance](#), expenditures are only being accepted on costs incurred through **October 31, 2020**.

***All final requests for reimbursement must be submitted no later than November 15, 2020.***

Grantees will not be required to submit a proposed budget prior to contract execution. Grantees will have the discretion and flexibility to determine where these funds may best serve their communities.

Each grantee will determine eligible costs to submit for reimbursement. For reporting purposes, expenditures must be tracked at the sub-category level for the six (6) primary eligible cost categories, as follows:

1. Medical Expenses
  - A. Public hospitals, clinics, and similar facilities
  - B. Temporary public medical facilities & increased capacity
  - C. COVID-19 testing, including serological testing
  - D. Emergency medical response expenses
  - E. Telemedicine capabilities
  - F. Other
2. Public Health Expenses
  - A. Communication and enforcement of public health measures
  - B. Medical and protective supplies, including sanitation and PPE
  - C. Disinfecting public areas and other facilities
  - D. Technical assistance on COVID-19 threat mitigation
  - E. Public safety measures undertaken
  - F. Quarantining individuals
  - G. Other
3. Payroll expenses for public employees dedicated to COVID-19
  - A. Public Safety
  - B. Public Health
  - C. Health Care
  - D. Human Services
  - E. Economic Development
  - F. Other
4. Expenses to facilitate compliance with COVID-19 measures
  - A. Food access and delivery to residents
  - B. Distance learning tied to school closings
  - C. Telework capabilities of public employees

- D. Paid sick and paid family and medical leave to public employees
- E. COVID-19-related expenses in county jails
- F. Care and mitigation services for homeless populations
- G. Other

5. Economic Supports

- A. Small Business Grants for business interruptions
- B. Payroll Support Programs
- C. Other

6. Other COVID-19 Expenses

No receipts or proof of payment for costs incurred will be required to be submitted to Commerce. Grantees are still required to maintain sufficient accounting records in accordance with state and federal laws. Monitoring visits may be scheduled.

# Process and Procedure to Obtain Funds

## 1. Award Letter

Commerce strives to administer funds expediently and with a minimum of red tape. We do so within the policies and procedures established by the US Treasury and state's Legislature, OFM, Commerce, and the Office of the Attorney General. Prior to receiving funds, a contract will need to be executed with Commerce.

Award letters with instructions to initiate the contracting process will be emailed to each city and county receiving an allocation by no later than May 22<sup>nd</sup>. Emails to cities will be sent to mayors and any other contacts obtained with the assistance of the Association of Washington Cities. Emails to counties will be sent to the county commissioners and any other contacts obtained with the assistance of the Washington State Association of Counties.

Included with the award letter will be:

- CRF Program Guidelines
- A draft contract template for review and to initiate the public process for authorization to execute once the final contract is available for execution
- Working Papers

## 2. Working papers

Your grant award packet includes *Working Papers*. The *Working Papers* ask for basic information needed to create a contract:

- Contact information for the person who will administer the grant once the contract is signed. Grant documents and correspondence will be sent to this person.
- Your Statewide Vendor Number (SWV#)
- Your Federal Indirect Rate
- Your fiscal year end date
- Name and title for the person authorized by the jurisdiction to sign the contract

Please complete and return the *Working Papers* to the Commerce project manager identified in the award letter as soon as possible, even if you do not plan to begin drawing your funds for a while. Your project manager will manage your contract until project completion. Feel free to give us a call if you have any questions as you fill out the form (see contact information on previous page).

## 3. Contract

Once the completed *Working Papers* have been received by the Commerce project manager identified in the award letter, a contract will be prepared and sent to you for signature. Have the authorized representative sign the contract and then return a scanned pdf copy to your project manager. Then the project manager will route the contract for Commerce's signature. It generally takes two to four weeks to fully execute a contract. Once executed by Commerce a fully executed copy will be scanned and a pdf copy emailed to the jurisdiction and you will have access to your funds.

Commerce is working to make the contracting process as quick and easy as possible.

#### 4. Reimbursements

This is a reimbursement-style grant, meaning no advance payments. Funds are available once a contract is executed. All grantees are required to set up a SWV number so funds may be sent electronically. Grantees have the flexibility to cash out their grant or draw down funds as frequently as once a month as long as you have incurred documented eligible costs in response to the COVID-19 public health emergency during the period of March 1, 2020 thru October 31, 2020. All final requests for reimbursement must be submitted no later than November 15, 2020.

Commerce has moved to electronic vouchering through their Contracts Management System (CMS) Online A-19 Portal. Requests for reimbursement must be submitted online through the CMS System by an individual authorized by the Grantee's organization. Online electronic vouchering provides for grantees to receive reimbursements as quickly as possible. Grantees with barriers to using the online A-19 portal, may request an A-19 form from their Commerce project manager.

Access to CMS is available through the Secure Access Washington (SAW) portal. You will need to create a SAW account if you do not already have one. Please find detailed instructions here: [Office of Financial Management](#). It may take up to three weeks after you submit this information for an electronic transfer account to be set up. We will automatically receive your SWV number from the office that sets them up.

Once logged into SAW, add the Department of Commerce to your 'services' and submit an [Online A-19 External User Request form](#). Then Commerce will add you as a new external user in CMS; and the CMS system will generate and email a registration code to you to complete the CMS registration.

For additional grantee support, refer to the [Commerce Online A-19 Webpage for External Users](#), which includes SAW resources and the CMS manual for external users.

The A-19 voucher must include a detailed breakdown of the costs incurred within each eligible budget category and the total reportable eligible expenses in response to the COVID-19 public health emergency. Accompanying with each voucher must be an executed A-19 certification and A-19 activity report. Incomplete or improperly prepared submissions may result in payment delays. After receipt and acceptance of a fully completed A-19 voucher submittal, grantees can expect electronic reimbursements within 7-10 days.

No receipts or proof of payment for costs incurred will be required to be submitted to Commerce. Grantees are still required to maintain sufficient accounting records in accordance with state and federal laws; and are responsible for maintaining clear and accurate program records, and making them accessible to Commerce and the State Auditor.

***Monitoring visits may be scheduled.***

#### 5. A-19 Certification and Activity Report

In order to receive reimbursement for eligible expenses incurred, each A-19 Voucher must include:

1. A completed **A-19 Certification**:
  - An individual authorized to execute on behalf of the local government must certify by signing this document under penalty of perjury that the items and costs listed herein and on the accompanying Commerce A-19 Voucher are eligible charges for necessary expenditures incurred due to the COVID-19 public health emergency that were not previously accounted for in the most recent approved budget as of March 27, 2020,



and that the funds were used in accordance with section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

2. A completed **A-19 Activity Report** (*instructions included in document*):

- Must be submitted as an Excel spreadsheet, not a PDF.
- Include a detailed breakdown of the individual eligible expenditures reported by each sub-category of the six (6) primary budget categories. Each primary budget category includes sub-categories and provides an option to add “other” sub-categories.
- Include the total amount of all previous reimbursement requests for each applicable sub-category.
- Include the total amount of funds being requested in the current reimbursement request for each applicable sub-category.
- Include a brief description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds addressed the COVID-19 emergency. If applicable, please consider:
  - Providing a brief description of the specific activities performed.
  - Identifying specific populations served.
  - Identifying specific programs created or utilized.
  - Including any known or intended outcomes, results, or community impacts.

A certification and activity report must be completed and returned with each reimbursement voucher.

After the contract is executed, you will receive additional instructions on how to submit electronic reimbursement requests with the A-19 certification and A-19 activity report.

## ATTACHMENT B

### Thurston County Plan

#### COVID-19 Outbreak Emergency Housing Grant

Thurston County has developed its preliminary plan to use Department of Commerce COVID-19 Outreach Emergency Housing Grant (COVID-19 EHG) funds in consultation with Thurston County Public Health officials, the City of Olympia, local homeless service providers, and shelter operators. This plan represents the County's strategies as of the time the plan was developed in mid-March 2020 and is subject to change based on the changing circumstances of the COVID-19 outbreak and based on guidance from public health officials. The plan is supported and approved by the Thurston County Public Health Officer, Dr. Diana Yu.

#### I. Coordination with Local Public Health Jurisdiction.

In Thurston County, the Local Public Health Jurisdiction (LHJ), Thurston County Public Health and Social Services Department (PHSS), includes human services such as the Office of Housing and Homeless Prevention. The Consolidated Homeless Grant Grantee is Thurston County's Public Health and Social Services Department (PHSS), Office of Housing and Homeless Prevention (OHHP). The PHSS Director, Scheili Slaughter, has the authority to sign the COVID-19 EHG grant agreement and sub-contracts that will be issued under this grant program. Director Slaughter leads the Policy Team on the County's COVID-19 Incident Management Team, along with acting Thurston County Health Officer, Dr. Diana Vu. Tom Webster, the Program Manager for OHHP reports directly to Director Slaughter within the PHSS organizational structure. Furthermore, Keylee Marineau, the Thurston County's Homeless and Affordable Housing Coordinator, has been assigned to the Incident Management Team (IMT) to ensure coordination and communication between the County's COVID-19 emergency response and the public health efforts that are targeted to the sheltered and unsheltered persons experiencing homelessness in Thurston County. These natural and pre-existing relationships between Thurston County's affordable housing and homeless team members and the County's public health director ensure close coordination and consultation on the use of the COVID-19 EHG funds. This relationship is further solidified through the IMT to ensure that the latest public health guidance is considered in developing, implementing and amending this plan. Ms. Marineau will also ensure that updated public health guidance is provided in a timely manner to shelter providers and other organizations providing services under this plan. Table 1 reflects the Action Steps and Deadlines for implementing Thurston County's COVID-19 EHG Plan.

**Table 1: Action Steps and Timeline for Implementing Thurston County's COVID-19 EHG Plan**

Action Steps	Responsible Parties	Deadline
Complete COVID-19 EHG Grantee Plan	OHHP	March 23, 2020
Approval of Grantee Plan by Public Health Officer and submission to Commerce	Public Health Officer	March 23, 2020

Issue contracts for immediate priorities	OHP and Public Health Director	March 25 to ongoing
Weekly meetings with Incident Commander and Public Health Director on COVID-19 EHG	IMT Homeless Coordinator, Incident Commander, Public Health Director	Weekly beginning March 23, until Incident Command Team is disbanded
Weekly meetings with appropriate IMT position, including but not limited to Policy Team, Logistics Section Officer, and Planning Section	IMT Homeless Coordinator and assigned IMT representatives	Weekly beginning March 23, until Incident Command Team is disbanded

## II. Estimate of Unmet Need

Our 2020 Point-In-Time (PIT) census preliminary data shows that there are 860 sheltered and unsheltered individuals in Thurston County, not including those in Transitional Housing. Furthermore, we know that the PIT data does not capture 100 percent of the people experiencing homelessness in our community. Through a non-scientific recording of individuals who declined to respond to the PIT survey, we conservatively estimate an additional 350 unsheltered in our community, for a total estimate of 1210 persons experiencing homelessness in our community. We know that this does not include many vulnerable people who do not meet the HUD definition of homeless, but who are unstably housed that are staying with friends or in other temporary situations.

From the total estimate of 1210 persons experiencing homeless, we know that 298 are in shelter beds. Based on guidance provided to shelters to create beds that have 6 ft of separation between residents, the number of shelter beds in our County will decrease to approximately 180 beds, resulting in a loss of 118 shelter beds.

In estimating the need of quarantine and isolation beds, we have made low, medium and high estimates. The table below are based on the estimate of 1210 persons experiencing homelessness.

**Table 2: Estimates of Need for Isolation and Quarantine Beds for Persons Experiencing Homelessness**

	Low Estimate	Medium Estimate	High Estimate
% of homeless population contract COVID-19	25%	50%	75%
% of positives will need isolation with non-serious symptoms	95%	90%	80%
% of positives will need hospitalization or equivalent level of medical attention	5%	10%	20%
% who do not contract COVID-19	75%	50%	25%
% who do not contract COVID-19 that need to be quarantined	50%	66%	90%
# of people who need isolation beds	299	567	756
# of people who will need high level medical attention	16	63	202

### III. Proposed Activities

Thurston County has identified four categories of activities that it will support with COVID-19 EHG funding. These categories will be reviewed on an on-going basis with the Public Health Officer and modified as required by changes in circumstances or public health guidance.

- 1) Promote social distancing practices by providing basic survival needs for sheltered and unsheltered persons, including a significant increase in access to hygiene.
- 2) Provide funding to existing shelters to expand to 24/7 operations and to move to 6 feet of separation between beds.
- 3) Provide funding to create additional shelter space for those displaced due to the 6 feet of separation policies.
- 4) Identify and staff locations that can be used for quarantine and isolation beds for those who are known to be exposed to COVID-19 or that have Covid-Like Illness (CLI) symptoms or test positive for COVID-19 but don't require hospitalization.

#### **A) Promote social distancing practices by providing basic survival needs for sheltered and unsheltered persons.**

Thurston County intends to fund the following activities to allow persons experiencing homelessness who do not require a quarantine or isolation bed to remain in their current space as to minimize the need to congregate.

1) **Hygiene stations.** Thurston County intends to contract with the City of Olympia, and possibly other jurisdictions, to provide portable toilets and handwashing stations near to known unsheltered encampments, shelters that need additional hygiene capacity, and other public locations that are high traffic areas of persons experiencing homelessness. Thurston County will procure a hygiene trailer from a local source that is ADA accessible and able to be moved as per the need. Thurston County will also work with outreach agencies to ensure individuals have access to hand sanitizing and hygiene supplies when it is not possible to place portable toilets and handwashing stations.

Timeline: Immediate. Resources to be deployed in the community as soon as possible.

2) **Food and Meal Delivery.** Thurston County intends to take a two-pronged approach to providing food or meals to both sheltered and unsheltered people as several congregate meal programs have closed or changed to a "to-go" model.

i) Contract with Catholic Community Services (CCS) Community Kitchen program to provide 2 meals per day that are delivered to shelters, the City of Olympia's Mitigation Site, and other identified locations in the downtown Olympia area.

ii) Contract with a local provider to arrange for and deliver meals prepared by local restaurants that are feeling the economic impact of the COVID-19 outbreak. At least one meal per day will be delivered to unsheltered encampments outside the downtown Olympia area.

Timeline: Immediate. Thurston County can contract with CCS immediately, with expanded services beginning right away. Implementing the restaurant plan is expected to be in place by April 1<sup>st</sup>.

3) **Survival Supplies.** Thurston County will contract with Partners in Prevention and Education (PiPE) to expand its Hazardous Weather shelter-in-place activities to provide survival supplies to persons in unsheltered encampments to allow residents to remain in their encampments and minimize their need to leave the encampment to find life-sustaining supplies. Additionally, individuals experiencing homelessness that are displaced from shelters due to capacity issues will have access to survival gear such as tents, sleeping bags, portable showers, non-perishable food and water, and other identified survival items.

Timeline: Immediate. Thurston County will add funds to an existing contract to expand shelter-in-place and outreach activities.

**B) Provide funding to existing shelters to expand to 24/7 operations and to ensure safe staffing.**

Thurston County is working closely with shelter providers as they move to implement the 6 feet of separation guidance. Table 3 show the loss of shelter beds in our community due to the 6 feet of separation guidance. Furthermore, these shelters are all night-time only shelters which require residents to leave during the day. To promote social distancing practices and reduce exposure opportunities, Thurston County will assist shelter move to a 24 hour a day, 7 days a week operation.

**Table 3: Shelters Beds with 6 Feet of Separation**

Shelter	Maximum# of Beds	Maximum # of Beds with 6ft Separation	Difference
CYS - Rosie's Place	35	23	12
Union Gospel Mission	65	40	25
Interfaith Works	42	25	17
Pear Blossom	70	46	24

\* Salvation Army currently operates a cold weather shelter, but has indicated that it is not able to provide shelter beds past April 30, 2020.

For the existing shelters, Thurston County intends to provide funding to the following organizations to enable them to implement a 24/7 model, safe staffing, and proper social distancing.

- 1) Community Youth Services - Rosie's Place.
- 2) Interfaith Works
- 3) Pear Blossom Place.

Timeline: Immediate. Thurston County will amend existing contracts to provide the additional funding for these shelters. Shelters may need up to 2 weeks to hire staff and make preparations to implement a 24/7 model.

**C) Provide funding to create additional shelter space for those displaced due to the 6 feet of separation policies**

As shown in Table 2 above, moving to 6 feet of separation in shelters will result in a significant decrease in the number of available beds. Thurston County intends to offset this loss of beds by funding the creation of temporary shelter beds, so vulnerable persons are not put at further risk of COVID-19 exposure due to displacement.

1) 2828 Martin Way. The City of Olympia currently owns a former medical office building that will be the future site of an affordable housing project. With minor repairs and renovations, the building can be used as a temporary shelter. Thurston County intends to contract with the City of Olympia to prepare the building to be used as a temporary shelter and contract with Interfaith Works to staff a 24/7 shelter on this location. This temporary shelter is expected to hold 30 beds.

Timeline: Short term. The timeline before this building can be operational is largely dependent on the completion of the repairs/renovations and when mattress and other supplies can be obtained. It is expected that the shelter could be operational by early April, unless there is a delay in procuring the necessary materials.

2) Hotel Vouchers. Family Support Center has a block of hotel rooms that it can access to expand its shelter capacity. In addition, the City of Olympia can contract with hotels to provide additional space for vulnerable persons on a limited basis. Thurston County intends to support both of these efforts and will explore others to expand access to hotel/shelter space, as needed to compensate for the loss of shelter space. Additionally, when extra shelter space is not sufficient for individuals to quarantine, temporary hotel vouchers may be used for the duration of their quarantine. Thurston county may also pursue leasing a block of hotel rooms until the end of June to ensure access.

Timeline: Immediate. Thurston County will contract with City of Olympia and amend an existing contract with Family Support Center to obtain access to these additional hotel rooms.

3) Expand Shelter Capacity. Thurston County continues to explore additional options for expanding our existing shelter capacity. Several possible solutions are under consideration, but require additional funding beyond what is currently available under the COVID-19 EHG funding or other identified resources.

Timeline: Long Term. Thurston County will continue to pursue these options and explore funding opportunities as the need for additional temporary shelter beds is urgent.

**D) Identify and staff locations that can be used for quarantine and isolation beds for those who are COVID-19 positive, exposed to COVID-19 or that have symptoms of COVID-19 but don't need a medical bed.**

At this time, planning to establish quarantine and isolation sites is the greatest challenge for Thurston County. While we have identified several possible locations to set-up quarantine and isolation sites, staffing these beds with appropriately trained professionals is a significant challenge.

It is the area of quarantine and isolation beds that OHHP must work most closely with Thurston County's Incident Management Team to identify available resources and to plan for staffing these beds. It is also the area that Thurston County needs the most support from the State and Federal Government to provide access to resources, supplies and staffing to support these efforts

1) Temporary Isolation Beds. For all Thurston County shelters, both existing and newly expanded shelters under Activity C above, Thurston County will require shelters to have an isolation room that can be used on a temporary basis for any shelter residents that becomes symptomatic until the person can be transported to a clinic or permanent isolation bed.

Timeframe: Short Term. Thurston County will immediately notify all shelter providers regarding the need to create an isolation space in each shelter. Implementation and staffing for this space is expected to be completed within 1 to 2 weeks.

2) Campgrounds, Gymnasiums and Churches. Thurston County has had preliminary conversations with several organizations about using existing facilities that can be transformed into a place for quarantine or isolation beds. These include discussions with several conference centers, churches and campgrounds. Thurston County's IMT is currently pursuing these options. Any and all quarantine and isolation bed facilities that become operational will be available to persons experiencing homelessness. Weekly meetings between the IMT Homeless Coordinator and other relative leaders of the IMT team will ensure appropriate coordination and planning so that persons experiencing homelessness who need and are eligible for quarantine or isolation beds have access to them.

Timeframe: Short Term. Thurston County intends to continue to pursue this opportunity with the biggest question concerning how to staff this facility.

3) Additional Isolation and Quarantine Beds. Thurston County continues to explore additional options for creating isolation and quarantine beds. Several possible solutions are under consideration, but require additional funding and staffing models beyond what is currently available under the COVID-19 EHG funding or other identified resources. Until a more cost-effective solution is identified, Thurston County will procure hotel rooms to be used for quarantine and isolation beds, as needed.

Timeline: Medium. Thurston County will continue to pursue these options with urgency in an effort to identify and stand-up operations as quickly as possible.

#### **IV Budget**

The preliminary budget in Table 4 below is an estimated budget that covers the time period of March 17, 2020 to June 30, 2020.

**Table 4: Preliminary Budget**

<b>Activity</b>	<b>Task</b>	<b>Budget Estimate</b>
A. Promote Social Distancing	1. Hygiene Stations	\$180,000
	2. Food and Meal Delivery	\$125,000
	3. Survival Supplies	\$150,000
B. 24/7 Shelter Model	1. All contracted shelters	\$400,000
C. Create Additional Shelter Space	1. 2828 Martin Way	\$180,000
	2. Hotel Vouchers	\$200,000
	3. Expand Shelter Capacity	\$260,000
D. Isolation and Quarantine Beds	1. Temporary Isolation Beds	Funded under B and C
	2. Campground, Gyms, Churches	\$300,000
	3. Additional Quarantine and Isolation Beds	\$500,000
E. Administration		\$145,000
<b>Total</b>		<b>\$2,440,000</b>

Thurston County will direct contributions from local jurisdictions and local fundraising efforts to leverage the COVID-19 EHG grant funds. Furthermore, Thurston County will direct eligible FEMA, as well as other available State and Federal funds to support the tasks identified in this plan. Commerce funds will be directed to those activities in this plan for which a separate source of funding is not identified. If sufficient funding is not identified to cover this full budget, priority funding decisions will be made in consultation with and at the direction of the Thurston County Public Health Director.

***W. P. Frwn***

Thurston County Public Health Officer

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3-23-2020  
Date





Public Health and Social Services  
Office of Housing and Homeless Prevention

**FY 2020/21**

Affordable Housing and Homeless  
Services Contract  
**(COVID-19 Response)**

Between:

Thurston County and **CONTRACTOR**

Contract Number: 2021-CAR-COV-**XXX**

**For: Providing Emergency Homeless Services related to COVID-19 Response**

This grant provides a source of funding for low income housing capital projects, operations and maintenance, and supportive services to address the needs of people who are homeless, at-risk of homelessness, and at 50% AMI or lower as described in the Local Homeless Plan in Thurston County where the Grantee will provide services.

**Start date: 7/1/2020**

PROFESSIONAL SERVICES CONTRACT  
THURSTON COUNTY/**CONTRACTOR**

**THIS CONTRACT** is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter "**County**," and CONTRACTOR, with its principal offices at **XXXXXXXXXXXX, Olympia, WA 98506** hereinafter "**Contractor**," collectively referred to as "parties" and individually as "party."

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

**GENERAL TERMS AND CONDITIONS**

**1. DURATION OF CONTRACT**

The term of this Contract shall be from the date last executed below through **XX/XX/XXXX** unless renewed or terminated sooner as provided herein.

The term of this Contract shall begin on **July 1, 2020** and shall remain in effect through **October 31, 2020** unless renewed or terminated sooner as provided herein.

**2. SERVICES PROVIDED BY THE CONTRACTOR**

The Contractor represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and certifications to perform the services set forth in this Contract.

The Contractor shall perform the following services:

**SHORT SCOPE OF WORK**

a. A detailed description of the services to be performed by the Contractor is set forth in Exhibit A, attached hereto and incorporated herein by reference.

b. The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the County.

c. The Contractor shall perform according to standard industry practice of the work specified by this Contract.

d. Time is of the essence in the performance of this Contract. The Contractor shall complete its work no later than the Contract termination date and in accordance with the schedule agreed to by the parties.

e. The Contractor shall, from time to time, during the progress of the work, confer with the County. At the County's request, the Contractor shall prepare and present status reports on its work.

**3. SERVICES PROVIDED BY THE COUNTY**

In order to assist the Contractor in fulfilling its duties under this Contract, the County may provide information as identified in Exhibit A.

**4. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For Contractor:

XXXXXXX

Executive Director

XXXXXXXXXX

Olympia, WA 98506

360-XXXXXXXX

XXXXXXXX@gmail.com

b. For County:

Tom Webster

OHHP Program Manager

412 Lilly Road NE

Olympia, WA, 98506

360-867-2531

360-280-6265

webstet@co.thurston.wa.us

**5. COMPENSATION**

a. For the services performed hereunder, the Contractor shall be paid as set forth in Exhibit A, attached hereto and incorporated herein by reference. The maximum total amount payable by the County to the Contractor under this Contract shall not exceed \$XXXXXX. In the event the County determines to renew this Contract in accordance with subsection 10.d. below, compensation for the renewed term may be: (1) funded at the same level; (2) proportionally adjusted based on availability of funds; or (3) funded at the discretion of the County.

b. The Contractor may submit invoices, as applicable, in accordance with Exhibit A for payment of completed work during the billing period. The County shall pay the Contractor for services rendered in the month following the actual delivery of the work and will remit payment within thirty days from the date of receipt of invoice.

c. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the County. Unless otherwise provided for in this Contract, the Contractor will not be paid for any invoices presented for payment prior to the execution of the Contract or after its termination.

d. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten days following notice from the County, then the County may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this subsection means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

## 6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the Contractor in the performance of any work required under this Contract, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by an authorized representative of each party. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the County.

## 7. HOLD HARMLESS AND INDEMNIFICATION

a. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County, its elected and appointed officers, officials, employees, agents and volunteers, harmless from and against any and all "Claims" by any and all persons or entities, including without limitation, their agents, licensees, or representatives, which (1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, former employees, agents, representatives, volunteers, partners, shareholders, subcontractors in any tier or anyone for whose acts any of them may be liable, or (2) are directly or indirectly arising out of, resulting from, or in connection with the performance or failure to perform under this Contract. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the Claims are caused by the sole negligence of the County. "Claims" shall include, but not be limited to, claims, demands, actions, suits, liabilities, losses, damages, judgments, and expenses, including without limitation court and appeal costs, alternative dispute resolution costs, attorneys' fees, and expert witnesses fees and costs, of any nature whatsoever, and assertions that information supplied or used by the Contractor or subcontractors in any tier violates or infringes any patent, proprietary information, copyright, trademark, trade name, service mark or otherwise results in an unfair trade practice.

b. 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 in any tier under the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workers' compensation act, disability benefit act, or other employee benefit act, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such acts. **By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.** The Contractor shall similarly require that each subcontractor it retains in connection with this Contract comply with the terms of this subsection, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

c. The Contractor's indemnification obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all Claims.

d. In the event the Contractor enters into subcontracts if authorized under this Contract, the Contractor's subcontractors in any tier shall indemnify the County on a basis equal to or exceeding the Contractor's indemnity obligations to the County.

e. The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Contract.

## **8. THIRD PARTY CLAIMS HANDLING**

a. A party seeking indemnification for a Claim ("Indemnified Party") shall promptly notify the other party from whom indemnification is sought ("Indemnifying Party") in writing of any Claim asserted against it. The notice shall include a copy of the Claim, and any summons, process, pleading or notice issued in any lawsuit or claim.

b. The Indemnifying Party reserves the right to control the investigation, trial and defense of the Claim and any lawsuit, action (including all negotiations to effect settlement), and appeal arising from it and employ or engage attorneys of its own choice.

c. The Indemnified Party may, at its sole cost, participate in the investigation, trial and defense of the lawsuit or action and any appeal without waiving the Indemnifying Party's obligations under this Contract.

d. The parties, their officers, employees, agents, and representatives shall fully cooperate in the defense of the claim or lawsuit, and shall provide one another all available information concerning the claim.

## **9. INSURANCE**

### **1. Contractor shall provide evidence of:**

a. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. The insurance policy must cover defense costs without affecting limits available for third party liability payments as required herein. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate. Coverage must include employer's liability limits of no less than \$1,000,000 per accident for all covered losses.

i. Contractor agrees to endorse third party liability coverage required herein to include the County, its officials, employees and agents, as additional insureds using ISO endorsement CG 20 10 with an edition date prior to 2004.

ii. The policy shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. **Workers' Compensation** Contractor shall maintain coverage as required by Title 51 RCW, and shall provide evidence of coverage or exemption to the Thurston County Risk Management Division upon request. Contractor domiciled out of state shall maintain coverage under applicable workers' compensation law and provide proof of coverage on a state-approved form.

c. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less

than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.

- d. **Excess or Umbrella Liability Insurance** (Over Primary), if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the performance of services under this Contract. The scope of coverage provided is subject to approval by the County following receipt of proof of insurance as required herein.
- e. **Professional Legal Liability** on a policy form appropriate to Contractor's profession. Limits shall be no less than \$1,000,000 per claim. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.
- f. If the Contractor is a government entity obtaining liability insurance, with equivalent coverage as required in subsections (a) and (c) through (e), obtained through a government risk pool approved by the state of Washington is a substitute form of coverage acceptable to the County.

## 2. **Other Insurance Requirements:**

- a. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, agents or volunteers.
- b. **The Contractor shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor.** All coverage for subcontractors shall be subject to all of the requirements stated herein.
- c. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Where Professional Legal Liability coverage is written on a claims made form, the Contractor must provide evidence of the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

- d. Contractor agrees to waive rights of recovery against County regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
- e. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Contract shall be endorsed to delete the subrogation condition as to County, or must specifically allow the named insured to waive subrogation prior to a loss.
- f. All coverage types and limits required are subject to approval, modification and additional requirements by the County. The County reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the County and the Contractor may renegotiate Contractor's compensation. Contractor shall not make any reductions in the scope or limits of coverage that may affect County's protection without County's prior written consent. Written notice of cancellation or change shall reference the project name and contract number and shall be mailed to the County at the following address:

Attn: Risk Analyst  
Human Resources  
2000 Lakeridge Drive S.W.  
Olympia, Washington 98502
- g. The parties acknowledge that all insurance coverage required to be provided by Contractor or indemnifying party shall apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to County.
- h. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein without the express agreement of the County and further agrees that it will not allow any indemnifying party to self-insure its obligations to County. If Contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to the County. The County may review options with the Contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions.
- i. The limits of insurance above shall be minimum requirements. The insurance limits are not intended to be an indication of exposure nor are they limitations on indemnification. Should the Contractor or a subcontractor in any tier maintain insurance with limits of liability that exceed the required limits or coverage that is broader than as outlined above, those higher limits and broader coverage shall be deemed to apply for the benefit of any person or organization included as an additional insured, and those limits shall become the required minimum limits of insurance of this Contract.

**3. Verification of Coverage and Acceptability of Insurers:**

- a. The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- b. Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance, shall be delivered to County prior to the execution of this Contract. If such proof of insurance is not delivered as required, or if such insurance is canceled at any time and no replacement coverage is provided, the County may, in its sole discretion, obtain any insurance it deems necessary to protect its interests. Any premium so paid by County shall be charged to and promptly paid by Contractor or deducted from sums due Contractor.
- c. Contractor shall maintain the required coverage during the entire term of this Contract. Coverage for activities under the Contract shall not be affected if the Contract is canceled or terminated for any reason.
- d. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

#### 10. **TERMINATION AND RENEWAL**

a. The County may terminate this Contract for convenience in whole or in part whenever the County, in its sole discretion, determines that such termination is in the best interests of the County. The County may terminate this Contract upon giving ten calendar days written notice by Certified Mail to the Contractor. In that event, the County shall pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the termination date specified in the notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract and prior to normal completion, the County may elect to suspend or terminate this Contract, in whole or in part, as a termination for convenience with a ten calendar day notice to Contractor, to the extent possible, subject to renegotiation at the County's discretion under those new funding limitations and conditions. Termination or suspension under this paragraph shall be effective upon the date specified in the written notice of termination or suspension sent by the County to the Contractor. After the effective date, no charges incurred under this Contract are allowable.

Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the Board of County Commissioners of sufficient funds to support the work described in this Contract. Should such an appropriation not be approved, this Contract shall terminate at the close of the current appropriation year, and the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract after the date of termination.

c. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten days of written notice to do so by the County, the County may terminate this



Contract, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with Section 5 of this Contract. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach. If, subsequent to termination, it is determined for any reason that (1) the Contractor was not in default, or (2) the Contractor's failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination for convenience.

**11. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

a. The Contractor shall perform the terms of this Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

b. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**12. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

**13. INDEPENDENT CONTRACTOR**

a. The Contractor's services shall be furnished by the Contractor as an Independent Contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent or representative of the County.

d. The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any

city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of this Contract.

e. The Contractor agrees to immediately remove any of its employees, representatives or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the County's contract representative or designee.

#### **14. COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, as now existing or hereafter adopted or amended.

The relationship contemplated by this Contract may implicate the Privacy Regulations under the Health Insurance Portability and Accountability Act of 1996, Pub.L. No. 104-191, 110 Stat. 1936 (1996) (HIPAA). The CONTRACTOR shall comply with HIPAA and applicable regulations contained in 45 CFR parts 160 and 164. The CONTRACTOR shall enter into a Business Associate Addendum with the COUNTY if the COUNTY determines that the CONTRACTOR will be acting as a Business Associate as defined under HIPAA.

#### **15. ADDITIONAL TERMS AND CONDITIONS**

- a. The Terms and Conditions of the Commerce CARES Funding Act Contract number 20-6541C-034 (CARES contract) are incorporated herein by reference and is included as Attachment B. Contractor shall follow the applicable terms of the CARES contract. In addition,
- i. Contractor shall comply with audit requirements per 2 CFR Part 200 Subpart F.
  - ii. Commerce and the State of Washington are not liable for claims or damages arising from Contractors performance of this subcontract.
- b. The Terms and Conditions of FEMA Public Assistance Contracts to Use Federal Funds – Additional Clauses are included as Attachment C to this contract.

#### **16. SAFEGUARDING PERSONAL INFORMATION**

1. Personal information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. The CONTRACTOR agrees not to release, divulge, publish, transfer, sell or otherwise make known personal information without the express written consent of the entity or as provided by law.
2. The CONTRACTOR shall protect and maintain all Confidential Information gained by reason of any Agreement against unauthorized use, access, disclosure, modification or loss.
  - a. Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
  - b. Physically securing any computers, documents, or other media containing the Confidential Information.
  - c. Implementing appropriate physical, electronic and managerial safeguards, including staff training, to prevent unauthorized access to personal information.
3. The COUNTY reserves the right to monitor, audit, or investigate the use of personal

information collected, used or acquired by the CONTRACTOR through this Contract. To the extent required by law, the CONTRACTOR shall certify the return or destruction of all personal information upon expiration of this Contract.

4. Any breach of this Section may result in termination of the Contract. The CONTRACTOR agrees to indemnify and hold harmless the COUNTY for any damages related to the CONTRACTOR'S unauthorized use or disclosure of personal information.
5. The provisions of this Section shall be included in any CONTRACTOR'S subcontract(s) relating to the services provide under this Contract.
6. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 160.103 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapters 42.56, 70.02, 70.24, 70.96A and 71.05, 42 CFR Part 2, and other federal and state statutes and regulations governing confidentiality or disclosure.
7. The compromise or potential compromise of Confidential Information must be reported to the COUNTY Contact designated on the Program Agreement within five (5) business days of discovery for breaches of less than 500 persons' protected data, and three (3) business days of discovery for breaches of over 500 persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

#### **17. INSPECTION OF BOOKS AND RECORDS AND RETENTION**

The County or its authorized representatives may, at reasonable times, inspect and audit the books and records of the Contractor relating to the performance of this Contract. This includes work of Contractor, any subcontractor or any other person or entity that performed connected or related work under this Contract. Such inspection and audit shall occur in Thurston County, Washington, or other reasonable locations that the County selects. The Contractor shall supply or permit the County to copy such books and records. The Contractor shall ensure that inspection, audit and copying rights of the County is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform work under this Contract. The Contractor shall keep all books and records required by this Contract for six years after termination or expiration of this Contract. This Section shall survive the termination or expiration of this Contract. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

#### **18. 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, ethnicity, religion, national origin, age, sex, marital status, veteran or military

status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

**19. OWNERSHIP OF MATERIALS/WORK PRODUCED**

a. Material produced in the performance of the work under this Contract shall be “works made for hire” as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the County. This material includes, but is not limited to, data, books, computer programs, plans, specifications, documents, films, pamphlets, reports, drawings, all forms of electronic media, sound reproductions, studies, surveys, tapes, and training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

b. An electronic copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the project using the software or program and version specified by the County.

**20. DISPUTES**

Differences between the Contractor and the County, arising under and by virtue of this Contract, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance 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 the Contractor’s right to seek judicial relief pursuant to Section 19.

**21. CHOICE OF LAW, JURISDICTION AND VENUE**

a. This Contract has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the state of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

**22. CONFIDENTIALITY**

The Contractor, its employees, agents, and subcontractors and their employees, shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Contract, except upon the prior written consent of the County or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

**23. SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties’ rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the state of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

c. Should the County determine that the severed portions substantially alter this Contract so that the original intent and purpose of this Contract no longer exists, the County may, in its sole discretion, terminate this Contract.

**24. ENTIRE CONTRACT**

This Contract consists of the General Terms and Conditions, all exhibits and attachments incorporated herein by reference, requests for proposal or qualifications and any addenda thereto, and the Contractor's response.

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**25. 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 Section 4. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served.

**26. SURVIVABILITY**

The terms and conditions contained in this Contract which, by their sense and context, are intended to survive the expiration of this Contract shall survive.

**The parties hereto acknowledge that the waiver of immunity set out in subsection 7.b. was mutually negotiated and specifically agreed to by the parties herein.**

This Contract is executed by the persons signing below who warrant that they have the authority to execute this Contract.

CONTRACTOR:  
XXXXXXXXXXXXXXXXXXXX

THURSTON COUNTY:  
**For the Board of County Commissioners  
Thurston County, Washington**

XXXXXXXXXX (Authorized Representative)  
Executive Director

Schelli Slaughter, Director  
Public Health and Social Services

---

Date

---

Date

Approved as to Form  
**JON TUNHEIM, PROSECUTOR**

By: \_\_\_\_\_

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

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/**CONTRACTOR**

**SCOPE OF SERVICES**

1. The services to be performed by the Contractor under this Contract, which are described in Section 2 of the Contract (Services Provided by the Contractor), are set forth as follows:

Timeframe: July 1, 2020 through October 31, 2020

Scope of Work and Budget	
<b>- SCOPE OF WORK</b>	
Budget Line Item	Budget Amount
Operations	
Leasing	
Admin	
Total	\$

Contractor shall submit an invoice (template provided by County) and supporting documents specified on the invoice for reimbursement on a monthly basis no later than the 10<sup>th</sup> day of the following month that services were rendered. Under no condition should these funds supplant the previous 1920-EHG-COV-**XXX** contract funds. These CARES grant funds should be used after EHG grant funds are expended.

2. The services to be performed by the County under this Contract, which are described in Section 3 of the Contract (Services provided by the County) are set forth as follows (if applicable):

Not Applicable

## ATTACHMENT B

### FEMA PUBLIC ASSISTANCE (PA) CONTRACTS TO USE FEDERAL FUNDS – ADDITIONAL CLAUSES

#### 2 C.F.R. § 200.326; 2 C.F.R. Part 200, Appendix II

1. REMEDIES FOR BREACH OF CONTRACT – 2 C.F.R. Part 200, Appendix II(A)
2. TERMINATION FOR CAUSE AND CONVENIENCE – 2 C.F.R. Part 200, Appendix II(B)
3. EQUAL EMPLOYMENT OPPORTUNITY – 2 C.F.R. Part 200, Appendix II(C); 41 C.F.R. § 60- 1.4(b)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,



including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the

applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – 2 C.F.R. Part 200, Appendix II(E); 40 U.S.C. §§ 3702 and 3704; 29 C.F.R. § 5.5(b)**

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) *Withholding for unpaid wages and liquidated damages.* Thurston County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**5. CLEAN AIR ACT AND THE FEDERAL  
WATER POLLUTION CONTROL ACT – 2 C.F.R. Part 200, Appendix  
II(G); 42 U.S.C. §§ 7401-7671q.; 33 U.S.C. §§ 1251-1387**

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to Thurston County and understands and agrees that Thurston County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq.
- (2) The contractor agrees to report each violation to Thurston County and understands and agrees that Thurston County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**6. DEBARMENT AND SUSPENSION – 2 C.F.R. Part 200, Appendix II(H); 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Thurston County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Thurston County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**7. BYRD ANTI-LOBBYING AMENDMENT – 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352 (AS AMENDED)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with

obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**Required Certification.** If applicable, contractors must sign and submit the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.

38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**8. PROCUREMENT OF RECOVERED MATERIALS – 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**9. ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide Thurston County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, Thurston

County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**10. DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**11. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**12. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS – 31 U.S.C. §§ 3729-3733; 31 U.S.C. Chap. 38**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.