

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF STEVENSON and
STEVENSON-CARSON SCHOOL DISTRICT
FOR CORONAVIRUS RELIEF FUNDS**

THIS AGREEMENT dated November 19, 2020, is entered into between the **City of Stevenson**, a municipal corporation, hereinafter referred to as "CITY", and the **Stevenson-Carson School District**, a political subdivision of the State of Washington, hereinafter referred to as "SCHOOL DISTRICT" for City support of School District efforts to comply with COVID-19 related public health measures.

WHEREAS, Washington Statute RCW 39.34 provide any power or powers, privileges or authority exercised or capable of exercise by a public agency of Washington may be exercised and enjoyed jointly with any public agency of Washington having the power or powers, privilege or authority, and jointly with any public agency of any other state and any two or more public agencies any enter agreements with one another for mutual cooperative action; and

WHEREAS, the parties hereto recognize the benefits of compliance with COVID-19 related public health measures to area citizens, visitors, and the local economy; and

WHEREAS, the legislature has given the general authority for intergovernmental agreements by units of local government pursuant to the provisions of RCW 38.52 and RCW 39.34; and

WHEREAS, the City has authorized \$10,000 from the Coronavirus Relief Funds Grant for support of the district to comply with COVID-19 related public health measures.

NOW, THEREFORE, BE IT RESOLVED, that the City and the School District through this interlocal agreement pursuant to RCW 39.34.030 shall act in consideration of the terms and conditions set forth below:

1. Performance. School District will oversee and manage efforts to comply with COVID-19 related public health measures including but not limited to:
 - a. Providing food to children and families in vulnerable populations.
 - b. Facilitate distance learning, including technological improvements, in connection with school closings.
 - c. Other measures in compliance with eligible costs as outlined in "Exhibit A".
2. Completion. School District will provide the services to be performed under this agreement on or before November 30, 2020.
3. Payment.
 - a. The City will reimburse the School District up to \$10,000 for COVID-19 related public health measures under this agreement subject to the terms and conditions specified herein.
 - b. Final invoice for this agreement must be received by the City on or before December 10, 2020. Invoices received after this date will not be paid.
4. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action

upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.

5. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
6. Financial Records. School District shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
7. Status of School District. It is hereby understood, agreed and declared that School District is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
8. Insurance and Liability. School District shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement.

School District further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by School District employees, agents, contractors, subcontractors or other representatives.

9. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
10. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
11. Equal Opportunity and Compliance with Laws. School District shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, School District shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
12. Governing Law and Venue. The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this agreement.
13. Costs and Attorney Fees. If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees. The failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the

provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees at trial and on appeal.

14. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and School District have legal authority to enter into this agreement on behalf of City and School District respectively and have full authority to bind City and School District in a valid Agreement on the terms herein.
15. Interlocal Cooperation Act Statement. This is an interlocal agreement pursuant to RCW Ch. 39.34 and the parties make the following RCW 39.34.030 representations:
 - a. Duration. The term of this agreement is October 1, 2020 to November 30, 2020.
 - b. Organization. No new entity will be created to administer this agreement.
 - c. Purpose. The purpose is to support efforts by the School District to provide relief to local students and families impacted by COVID-19.
 - d. Manner of Financing. The parties intend to finance this agreement through cash appropriations as set forth in their annual budgets.
 - e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in Section 5, above.
 - f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
 - g. Selection of Administrator. The Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
 - h. Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

IN WITNESS WHEREOF, as duly authorized by the elected officials of each agency in regular session, the parties hereto have executed this agreement as of the date first set forth above.

STEVENSON-CARSON SCHOOL DISTRICT:

Ingrid Colvard, Superintendent

CITY OF STEVENSON:

Scott Anderson, Mayor

ATTEST:

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney



Washington State
Department of
Commerce

Exhibit A

Coronavirus Relief Funds for Local Governments Program Guidelines

CARES Act Funds for Local Governments
In Washington State

Administered by the Department of Commerce
Local Government Division

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

(Dated 5-18-2020)

Contact Information

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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 22nd. 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.