

## **RESOLUTION NO. 1458**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERAGENCY AGREEMENT, CONTRACT NUMBER 20-6221C-107, BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE AND THE CITY OF DAYTON FOR CORONAVIRUS RELIEF FUNDING FOR ACTIVITIES TO PREVENT, PREPARE FOR, AND RESPOND TO CORONAVIRUS IN PARTNERSHIP WITH LOCAL SERVICE PROVIDERS FOR THE CDBG-CV1 CONSORTIUM AREA.**

**WHEREAS**, on March 17, 2020, the City of Dayton declared an emergency as a result of the spread of CORONAVIRUS DISEASE-19 (hereinafter "COVID-19") in Washington State; and,

**WHEREAS**, the community has been committed to protecting residents, businesses, and visitors by minimizing the spread of COVID-19 by following guidelines provided by the Center for Disease Control and Prevention, the State of Washington, and Columbia County Public Health; and,

**WHEREAS**, the State of Washington received federal stimulus funding under section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act from the U.S. Department of Treasury;

**WHEREAS**, the City received notification from the Washington State Department of Commerce (hereinafter "Commerce") that the City has been awarded \$27,613 of CDBG-CV1 Funding to contract with Blue Mountain Action Council to distribute funding for public services and microenterprise assistance; and,

**WHEREAS**, the City Council desires to authorize the Mayor to execute the Interagency Agreement between Washington State Department of Commerce and the City for CDBG-CV1 funds to be passed through to Blue Mountain Action Council to provide eligible public services and microenterprise assistance for residents located within Columbia County.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1:** That the Mayor is hereby authorized to execute on behalf of the City of Dayton the Interagency Agreement through the Coronavirus Relief Fund for Local Governments for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019

(COVID-19) during the period of March 1, 2020 thru October 31, 2020, with Washington State Department of Commerce as provided in the form attached hereto as Attachment "A".

**SECTION 2:** The Coronavirus Relief Funds shall be used for activities to prevent, prepare for, and respond to coronavirus in partnership with Blue Mountain Action Council for the CDBG-CV1 consortium area.

**SECTION 3:** That the Mayor or designee, is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

**SECTION 4:** That this resolution shall take effect and be in full force upon passage and signatures hereon.

**ADOPTED** by the City Council of the City of Dayton, Washington on this 10<sup>TH</sup> day of MARCH, 2021.

CITY OF DAYTON

City of Dayton

  
Zac Weatherford, Mayor

Attested/Authenticated by:

  
Trina Cole, City Administrator



**Interagency Grant Agreement with**

City of Dayton

through

Community Development Block Grant Program

CDBG - Coronavirus (CDBG-CV1)

**For**

Activities to prevent, prepare for, and respond to coronavirus in partnership with local service providers for the CDBG-CV1 consortium area.

**Start date:** 3/27/2020

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Attachment A, Scope of Work and Budget


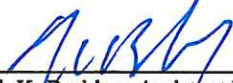
Attachment B, Letter to Incur Costs



# FACE SHEET

**Contract Number: 20-6221C-107**

**Washington State Department of Commerce  
Local Government Division  
Community Assistance and Research Unit  
CDBG - Coronavirus (CDBG-CV1)**

<b>1. Grantee</b> City of Dayton 111 S First Dayton, WA 99361		<b>2. Grantee Doing Business As (optional)</b> NA	
<b>3. Grantee Representative</b> Trina Cole, City Administrator Phone: 509.382.2361 Email: tcole@daytonwa.com		<b>4. COMMERCE Representative</b> Eric Guida, Project Manager      Address: Phone: (360) 725-3044      PO Box 42525 Fax: (360) 586-8440      1011 Plum Street SE eric.guida@commerce.wa.gov      Olympia, WA 98504	
<b>5. Grant Amount</b> \$27,613	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> 3/27/2020	<b>8. End Date</b> 1/31/2023
<b>9. Federal Funds (as applicable) Federal Agency:</b> \$27,613      U.S. Department of Housing And Urban Development (HUD)		<b>CFDA Number:</b> 14.228	<b>Indirect Rate (if applicable):</b> N/A
<b>10. Tax ID #</b> 91-6001243	<b>11. SWV #</b> 0001239-00	<b>12. UBI #</b> 071 000 003	<b>13. DUNS #</b> 113711282
<b>14. Grant Purpose</b> Activities to prevent, prepare for, and respond to coronavirus in partnership with local service providers for the CDBG-CV1 consortium area. A full description of the project is in Attachment "A" Scope of Work and Budget.			
<b>15. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and Attachments and have executed this Grant on the date below to start as of the date and year referenced above and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant are governed by this Grant and the following documents hereby incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work and Budget, Attachment "B" – Letter to Incur Costs (if applicable), and the following documents incorporated herein by reference: Grantee's application for funding and the Community Development Block Grant policies and procedures, prepared by Commerce.			
<b>FOR GRANTEE</b>  The Honorable Zac Weatherford, Mayor City of Dayton 03/10/2021 Date		<b>FOR COMMERCE</b>  Mark K. Barkley, Assistant Director Local Government Division 3/16/2021 Date	
APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. APPROVAL ON FILE.			

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY GRANT AGREEMENT  
FEDERAL FUNDS**

**1. DEFINITIONS**

- A. "Contractor" and "Grantee" in this Grant, and the term "subrecipient" found in the federal Community Development Block Grant (CDBG) rules and regulations, shall mean the same.
- B. Community Development Block Grant – Coronavirus Response (CDBG-CV) grants are funded by the Coronavirus Aid, Relief, and Economic Security (CARES) Act.
- C. "Low- and moderate-income" shall mean a household income equal to or less than 80 percent of area median income adjusted by family size.
- D. "Subgrantee/Subcontract" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractors" mean subcontractor(s) in any tier.
- E. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

**2. AUTHORITY**

COMMERCE and Grantee enter into this Grant pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

**3. ACKNOWLEDGMENT OF FEDERAL FUNDS**

Federal Award Date: July 14, 2020

Federal Award Identification Number (FAIN): B-20-DW-53-0001

Total amount of the federal award: \$7,720,383

Awarding official: John W. Peters, HUD CPD Director

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by Grant No. B-20-DW-53-0001 awarded by the U.S. Department of Housing and Urban Development (HUD). Points of view in this document are those of the author and do not necessarily represent the official position or policies of HUD. Grant funds are administered by the Community Development Block Grant Program, Washington State Department of Commerce".

**4. ACQUISITION AND DISPOSITION OF ASSETS**

The Grantee will account for any tangible personal property acquired or improved with this Grant.

The use and disposition of real property and equipment under this Grant will be in compliance with the requirements of all applicable federal law and regulation, including but not limited to 24 CFR Part 84 and 24 CFR Part 570.489, 570.502, 570.503, 570.504, and 570.505 as applicable, which include but are not limited to the following:

Real property that was acquired or improved, in whole or in part, with funds under this Grant in excess of \$25,000 shall be used to meet one of the CDBG national objectives for ten (10) years after the Grant is closed. Any exception must be made with COMMERCE approval and the Grantee will be responsible to pay COMMERCE an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment from the disposition of real property acquired with this Grant within ten (10) years of closeout of the Grant shall be treated as CDBG Program Income.

In cases in which equipment acquired in whole or in part with funds under this Grant is sold, the proceeds will be CDBG Program Income.



**SPECIAL TERMS AND CONDITIONS  
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**1. AUDIT**

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov).

**2. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE Representative on a Washington State Invoice Voucher form not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number identified on the Face Sheet of this Grant. If expenses are invoiced, provide a detailed breakdown of each type.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant, including completion of the Environmental Review and the release of funds (if applicable).

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by COMMERCE.

COMMERCE shall not release the final five (5) percent of the total grant amount until acceptance by COMMERCE of project completion.

**Invoices and End of Fiscal Year**

The grantee must invoice end of state fiscal year final invoices for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date. Commerce will provide notification of the end of fiscal year due date.

**Duplication of Billed Costs**

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**Prevent Duplication of Benefit**

The CARES Act provides that there are adequate procedures in place to prevent any duplication of benefit as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442). HUD requires each Grantee (and subrecipient) have procedures to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds. Federal disaster law prohibits the provision of federal assistance in excess of need. Before paying a cost with federal disaster assistance, the Grantee (and subrecipient) must check to see that the assistance will not cause a duplication of benefits, meaning that the cost has not or will not be paid

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by another source. Any person or entity (including subrecipients) receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative; and to assess whether the use of CDBG-CV funds will duplicate financial assistance already received or is likely to be received by acting reasonably, Grantees (and subrecipients) must have a method to evaluate need and the resources available to meet that need.

**Disallowed Costs**

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors/subrecipient.

**3. CLOSEOUT**

COMMERCE will advise the Grantee to initiate closeout procedures when there are no impediments to closing and the following criteria have been met or soon will be met:

- A. All costs have been incurred with the exception of closeout costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.
- B. The Grantee has held a public hearing to review program performance.
- C. The Grantee has submitted the Contract Closeout Report. Failure to submit a report will not preclude COMMERCE from effecting closeout if it is deemed to be in the state's interest. Any excess grant amount in the Grantee's possession shall be returned in the event of failure to finish or update the report.
- D. Other responsibilities of the Grantee under this Grant and applicable laws and regulations appear to have been carried out satisfactorily or there is no further state interest in keeping this Grant open for the purpose of securing performance.

**4. COMPENSATION**

COMMERCE shall pay an amount not to exceed the amount identified on the Face Sheet of this Grant for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A, Scope of Work and Budget incorporated herein, and by reference the Grantee's application for funding.

Grantee shall receive reimbursement for travel and other expenses as authorized in advance by COMMERCE as reimbursable. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates

**5. DEBARMENT**

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.



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- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- a. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - b. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

**6. ENVIRONMENTAL REVIEW**

**General Purpose, Housing Enhancement, and Economic Opportunity Grants**

Funding in excess of the amount stipulated in **Attachment B, Letter to Incur Costs**, shall not be released to a Grantee by COMMERCE until the following conditions implementing 24 CFR part 58 are met:

- A. The Grantee must complete an environmental review of the project and make a finding of environmental impact. A notice of this finding must be published along with a notice of the Grantee's intent to request release of funds for the project unless the project is exempt from the publication requirements as described. The Grantee must allow a seven (7) or fifteen (15) day period for public review and comment following publication of the notices unless exempt under the National Environmental Policy Act (NEPA) and the Washington State Environmental Policy Act (SEPA). When this review and comment period expires, the Grantee may, after considering any comments received, submit a request for release of funds to COMMERCE. Upon receipt of the request, COMMERCE must allow a fifteen (15) day period for public review and comment. When COMMERCE's public review and comment period expires, COMMERCE may, after considering any comments received, formally notify the Grantee in writing of the release of federal funds for the project.
- B. This special condition is satisfied when the Grantee completes the environmental review and request for release of funds from COMMERCE. The special condition is effectively removed on the date COMMERCE provides the Grantee with written notice of release of funds.

**Microenterprise Assistance, Planning-Only and Public Services Activities**

Funding shall not be released to a Planning-Only Activities or Public Services Activities recipient until the following conditions are met: The Grantee assures that assisted activities are exempt under NEPA (24 CFR 58.34) and categorically exempt under SEPA (RCW 43.21C.110). The Grantee further assures that the activities do not come under the purview of any other federal, state, and known local environmental laws, statutes, regulations or executive orders. In addition, the Grantee assures it will document, in writing, its determination that each activity or project is exempt and meets the conditions specified for such exemption under NEPA (24 CFR 58.34(3)) (for Planning-Only) or 58.34(4) (for Public Services) and (SEPA) WAC 197-11-800.

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**7. INDIRECT COSTS**

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

**8. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

**9. HISTORICAL OR CULTURAL ARTIFACTS, HUMAN REMAINS**

In the event that historical or cultural artifacts are discovered at the project site during construction or rehabilitation, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation (DAHP) at (360) 586-3065. If human remains are discovered, the Grantee shall stop work, report the presence and location of the remains to the coroner and local law enforcement immediately, and contact DAHP and the concerned tribe's cultural staff or committee.

**10. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**11. LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including,

- Housing and Community Development (HCD) Act of 1974.
- CDBG regulations in 24 CFR Part 570.
- 2 CFR 200.
- Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law PL 116-136.
- Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grant, Fiscal Year 2019 and 2020 Community Development Block Grants, and for other Formula Programs, Docket No. FR-6218-N-01.

**12. PERFORMANCE REPORTING**

The Grantee, at such times and in such forms as COMMERCE may require, shall furnish periodic progress and performance reports pertaining to the activities undertaken pursuant to this Grant. These reports may include environmental review records, publication affidavits, procurement and contracting records, documentation of compliance with federal civil rights requirements, job creation records, program income reports, reports of the costs and obligations incurred in connection therewith, the final closeout report, and any other matters covered by this Grant. Activities funded by this Grant providing income-qualified direct assistance or direct services under the limited clientele, housing, or job creation CDBG National Objectives, must submit quarterly beneficiary reports as furnished by COMMERCE. Failure to submit these reports may result in COMMERCE withholding payment or terminating this Grant.

**13. PROGRAM INCOME**

Program income, as defined in 24 CFR 570.489(e), retains federal identity and will be used in accordance with CDBG-CV requirements. The Grantee must maintain records of program income received and expended, and annually report program income received after closeout of this Grant.



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Program Income shall be used to continue the same activities to benefit low- and moderate-income persons or, with COMMERCE approval, for other activities to benefit low- and moderate-income persons. Interest earned in excess of \$100 on CDBG funds received to reimburse incurred costs must be remitted to COMMERCE for return to the U.S. Treasury.

**14. PROHIBITION ON CERTAIN FUNDS TRANSFERS**

The Grantee that directly or indirectly receives CDBG-CV funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal consideration, but must use such funds for activities eligible under title I of the HCD Act or permitted by waiver and alternative requirements that apply to the use of CDBG-CV funds.

**15. SUBCONTRACTOR DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**16. SUBCONTRACTS FOR ENGINEERING SERVICES**

Engineering firms must certify that they are authorized to do business in the state of Washington and are in full compliance with the requirements of the Board of Professional Registration. The Grantee shall require that engineering services providers be covered by errors and omissions insurance. The engineering firm shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the engineering firm and licensed staff employed or under contract to the engineering firm. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

**17. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget
- Attachment B – Letter to Incur Cost, if applicable
- Grantee's application for funding and the Community Development Block Grant policies and procedures, prepared by Commerce as incorporated by reference on the Face Sheet



**GENERAL TERMS AND CONDITIONS  
INTERAGENCY GRANT AGREEMENT  
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**1. DEFINITIONS**

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "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 license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/Subcontract" shall mean one not in the employment of the Grant, who is performing all or part of those services under this Grant under a separate Grant with the Contractor. The terms "subgrantee" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

**3. AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**4. ASSIGNMENT**

Neither this Grant, work thereunder, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law.
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The

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Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.



**GENERAL TERMS AND CONDITIONS  
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FEDERAL FUNDS**

**11. RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grantee.

**12. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grantee.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

**15. SUBGRANTING/SUBCONTRACTING**

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subcontract.



**GENERAL TERMS AND CONDITIONS  
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**16. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are in addition to any other rights and remedies provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;

**GENERAL TERMS AND CONDITIONS  
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- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which the Authorized Representative has or may acquire an interest.

**20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



# ATTACHMENT A — SCOPE OF WORK AND BUDGET

Grantee: City of Dayton

Contract No. 20-6221C-107

## Section A: Project Description / Deliverable

The City of Dayton is awarded a \$27,613 CDBG-CV1 Grant. The City of Dayton will make all of these funds available to the Blue Mountain Action Council as a grant subrecipient. These funds will result in new and increased CDBG-CV1-eligible public services and microenterprise assistance for the Columbia County consortium service areas. The project will provide essential assistance to stabilize eligible households and microenterprises impacted by COVID-19 and create economic opportunities. CDBG-CV funded activities will prevent, prepare for, and respond to coronavirus.

For eligible public services, the project will benefit approximately 1,855 persons and target services to limited clientele with principally low- and moderate-incomes based on a LMI household qualification process. For eligible microenterprise businesses, the project will benefit approximately 52 low- and moderate-income microenterprise businesses based on a LMI qualification process.

## Section B: Project Activities, Milestones and Budget

CDBG Budget Code	Budget Amount	Project Activities *Must complete each bulleted project activity to meet the corresponding milestone.	Performance Milestones
21A General Admin.	\$0	<ul style="list-style-type: none"> <li>Execute grant contract with Commerce.</li> <li>Verify the subrecipient does not have an active exclusion record in the federal award system (SAM.gov), include documentation in the CDBG file, and submit a copy to Commerce.</li> <li>Establish a subrecipient agreement that includes the quarterly beneficiary reporting requirement. Submit a signed copy to Commerce.</li> <li>Establish administrative, financial, reporting, and record keeping systems, including a system to prevent duplication of benefit.</li> </ul>	Before first payment request
		<b>Payment requests:</b> <ul style="list-style-type: none"> <li>Review subrecipient reimbursement requests and project costs and invoices against project budget and contract start date.</li> <li>Once costs are approved, prepare and submit payment requests and project status reports to Commerce.</li> <li>Document receipt of grant funds and reimbursement of eligible costs.</li> </ul>	Not more than monthly. First payment request within 270 days of contract execution
		Submit a CDBG Beneficiary Report within one month of the end of each calendar quarter.	By 1/31, 4/30, 7/31, 10/31
		<ul style="list-style-type: none"> <li>Complete applicable civil rights requirements.</li> <li>Conduct an on-site monitoring of the subrecipient to verify the grant is used according to CDBG requirements and all costs reimbursed are allowable.</li> </ul>	Prior to Commerce's on-site monitoring
		<ul style="list-style-type: none"> <li>Resolve all monitoring issues with CDBG.</li> <li>Accomplish all grant activities.</li> <li>Conduct a final public hearing to review project performance.</li> <li>Submit a CDBG Contract Closeout Report.</li> </ul>	Before requesting final 5% of CDBG award
		List CDBG expenditures in your annual Schedule of Expenditures of Federal Awards and arrange an audit with the State Auditor's Office to meet the Uniform Guidance (2 CFR Part 200).	Before audit



Section B: Project Activities, Milestones and Budget (continued)			
CDBG Budget Code	Budget Amount	Project Activities  *Must complete each bulleted project activity to meet the corresponding milestone.	Performance Milestones
05 Public Services	\$15,187	<ul style="list-style-type: none"><li>Complete the environmental review and prepare an environmental review record in compliance with NEPA requirements for CDBG.</li><li>Develop and establish CDBG-CV program's policies and procedures, including CDBG income qualification, COVID-19 impact verification, prevent duplication of benefits, and beneficiary reporting requirements.</li><li>Deliver the direct services identified in the CDBG application through the Blue Mountain Action Council.</li><li>Allocate and manage public services funds as established in the approved subrecipient agreement and budget, and prevent duplication of benefits.</li><li>Meet the CDBG national objective of principally benefiting low- and moderate-income persons.</li><li>Accomplish HUD's outcome of increasing the availability and accessibility of services to achieve HUD's objective of creating suitable living environments.</li></ul>	Approx. 1855 LMI persons receive direct services by 1/31/2023
18C Micro-enterprise Assistance	\$12,426	<ul style="list-style-type: none"><li>Complete the environmental review and prepare an environmental review record in compliance with NEPA requirements for CDBG.</li><li>Develop and establish CDBG-CV microenterprise assistance program's policies and procedures, including grant/loan terms; CDBG income qualification, COVID-19 impact verification, prevent duplication of benefits, and beneficiary reporting requirements.</li><li>Conduct outreach and market the microenterprise assistance programs.</li><li>Develop and establish financial management systems for tracking microenterprise assistance, training, grant receipts, and repayments for microenterprise assistance.</li></ul>	Before providing microenterprise technical and financial assistance
		<ul style="list-style-type: none"><li>Review and process applications for microenterprise assistance; confirm CDBG eligibility.</li><li>Provide microenterprise training and technical assistance.</li><li>Approve microenterprise assistance agreements.</li></ul>	Before each MEA agreement is executed
		<ul style="list-style-type: none"><li>Execute microenterprise assistance agreements for approved CDBG eligible microenterprises.</li><li>Monitor program progress, contractor performance, and compliance with applicable federal and state regulations.</li><li>Maintain a complete record for each microenterprise assistance agreement.</li></ul>	Complete each microenterprise assistance
		<ul style="list-style-type: none"><li>Meet the CDBG national objective of principally benefiting low- and moderate-income persons.</li><li>Accomplish HUD's outcome of increasing the availability/accessibility of microenterprise technical and financial assistance to create economic opportunities and respond to COVID-19 economic impacts.</li></ul>	Approx. 52 LMI microenterprise owners receive assistance by 1/31/2023
TOTAL:		\$27,613	

The Honorable Craig George

November 12, 2020

Page 2

Eligible costs will be reimbursed by Commerce after your grant contract with Commerce is executed and the NEPA environmental review is complete (see enclosure for further explanation).

All costs to be reimbursed must comply with applicable state and federal requirements. Additional CDBG-CV1 implementation guidance is available on the CDBG-CV website [here](#) and forthcoming.

Before Commerce signs the grant contract, the city must:

- Update and adopt a policy prohibiting the excessive use of force or submit an existing policy developed since 2000 (Attachment 1-C, CDBG Management Handbook).
- Develop and adopt a Residential Anti-Displacement and Relocation Assistance Plan or submit an existing plan adopted since 2000 (Attachment 11-A, CDBG Management Handbook).

The jurisdiction must have an active and unexpired Dun and Bradstreet Numbering System (DUNS) in the System for Award Management (SAM) to avoid delays in the disbursement of funds. Grantees are required to maintain an active SAM registration for the duration of their contract by re-activating their DUNS number annually at the following website:  
<https://www.sam.gov/SAM/>.

If your project is not ready to proceed, resulting in the contract's execution being delayed over 90 days from the date of this letter, the CDBG-CV1 award may be rescinded.

Your contract manager will be contacting you to develop the grant contract. Until then, if you have any questions, please contact Kaaren Roe at 360.725.3018 or [kaaren.roe@commerce.wa.gov](mailto:kaaren.roe@commerce.wa.gov).

I congratulate you and others for your efforts thus far. We look forward to working with you to address the impacts of COVID-19 in your communities.

Sincerely,



Mark K. Barkley  
Assistant Director

Enclosure

cc: Trina Cole, City Administrator



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

CITY OF DAYTON

MAR 18 2021

REC'D BY

November 12, 2020

The Honorable Craig George  
Mayor of Dayton  
111 S First  
Dayton, WA 99328

Dear Mayor George:

I am pleased to inform you that Commerce has awarded City of Dayton up \$27,613 in federal Community Development Block Grant - Coronavirus (CDBG-CV) funds. This award is based on the jurisdiction's CDBG-CV1 application for activities to prevent, prepare for, and respond to coronavirus in partnership with local service providers for the CDBG-CV1 consortium area.

Prior to grant contract execution, this letter allows you to begin incurring costs not to exceed ten percent of your award as of March 27, 2020, for only the following activities:

- Administration including documented staffing, travel and training
- Pre-application costs, such as public hearing notices and documented staffing and time for the CDBG-CV1 consortium building and application
- Review of environmental laws and authorities, including Section 106 of the National Historic preservation Act of 1996
- Preliminary engineering design work and consultations needed for the environmental review
- Subrecipient agreements or professional service contracts for any of the above activities

A CDBG subrecipient agreement, for use if you pass these funds through to a service provider to implement the grant, is available in Section 18 of the CDBG Management Handbook, which is available electronically at [www.commerce.wa.gov/cdbg](http://www.commerce.wa.gov/cdbg) and [here](#).

CDBG procurement requirements must be followed before hiring professional services or contractors to be funded by this CDBG award. These requirements are in Sections 5 and 7 of the CDBG Management Handbook.

CDBG-specific compliance with the National Environmental Policy Act (NEPA) must be completed before any construction bid advertising or property acquisition activity can occur. These procedures are described in Section 6 of the CDBG Management Handbook.