

RESOLUTION NO. 4075

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, APPROVING AN AGREEMENT FOR THE GREATER PASCO AREA CHAMBER OF COMMERCE, A WASHINGTON NON-PROFIT CORPORATION FOR THE BUSINESS SUPPORT PROGRAM WITH AMERICAN RESCUE PLAN ACT FUNDS.

WHEREAS, on March 11, 2021, the American Rescue Plan Act (H.R. 1319), § 4001, (“ARPA”) was signed into law providing federal funding relief for American workers, families, industries, and state and local governments; and

WHEREAS, on May 10, 2021, the United State Department of Treasury released an interim final guide on allowed uses of funds and allocated \$350 billion for state, local, territorial, and Tribal governments from the American Rescue Plan Act Fund; and

WHEREAS, the City received \$8,732,156 of its \$17,400,000 in allocation on June 8, 2021; and

WHEREAS, the City desires to allocate a substantial portion of its share of the ARPA Fund allocation to the “ARPA Business Support Program” to assist small businesses and non-profit organizations within the City of Pasco that have suffered negative economic impacts as a result of the COVID-19 public health emergency; and

WHEREAS, under section 602(c)(3) of ARPA, the City may transfer funds to a private non-profit entity for the purpose of meeting ARPA’s goals; and

WHEREAS, the City has determined that contracting with the Greater Pasco Area Chamber of Commerce, a private non-profit corporation would yield efficiencies in time and process in the development and implementation of the Business Support Program that are not available to the City alone.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASCO, WASHINGTON:

Be It Resolved that the City Manager of the City of Pasco is hereby authorized, empowered, and directed to execute the American Rescue Plan Act Agreement with the Greater Pasco Area Chamber of Commerce for the implementation, education and portal creation functions and services for the Business Support Program for the duration of the Agreement, a copy of which is attached hereto as **Exhibit A**; and to take all necessary steps required to complete this Agreement.

Be It Further Resolved that this Resolution shall be in full force and effect upon adoption.


PASSED by the City Council of the City of Pasco, Washington this 6th day of July, 2021.



FOR

Saul Martinez
Mayor

ATTEST:



Debra Barham, CMC
City Clerk

APPROVED AS TO FORM:



Kerr Ferguson Law, PLLC
City Attorney

AMERICAN RESCUE PLAN ACT AGREEMENT

**Between City of Pasco
and
Greater Pasco Area Chamber of Commerce**

THIS AGREEMENT is made and entered into by and between CITY of Pasco, a municipality within the State of Washington, with its principal offices at 525 N 3rd Ave, Pasco, Washington 99301 (hereinafter “CITY”), and the Greater Pasco Area Chamber of Commerce, a Washington non-profit corporation with its principal address at 1110 Osprey Pointe Boulevard, Suite 101, Pasco WA 99301 (hereinafter “CONTRACTOR”)

WHEREAS, on March 11, 2021, the American Rescue Plan Act (H.R. 1319), § 4001, (“ARPA”) was signed into law providing federal funding relief for American workers, families, industries, and state and local governments; and

WHEREAS, on May 10, 2021, the United State Department of Treasury released an interim final guide on allowed uses of funds and allocated \$350 billion for state, local, territorial, and Tribal governments from the American Rescue Plan Act Fund; and

WHEREAS, the City received \$8,732,156 of its \$17,400,000 in allocation on June 8, 2021; and

WHEREAS, the City desires to allocate a substantial portion of its share of the ARPA Fund allocation to the “ARPA Business Support Program” to assist small businesses and non-profit organizations within the City of Pasco that have suffered negative economic impacts as a result of the COVID-19 public health emergency; and

WHEREAS, under section 602(c)(3) of ARPA, the City may transfer funds to a private non-profit entity for the purpose of meeting ARPA’s goals; and

WHEREAS, the City has determined that engaging with Contractor would yield efficiencies in time and process in the development and implementation of the Business Support Program that are not available to the City alone.

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. **Contract Documents.** This Agreement consists of this Agreement and the following attached **Exhibit A**, which is incorporated herein by this reference.
2. **Duration of Contract.** The term of this Agreement shall begin when executed by both parties and shall expire on September 30, 2024.

3. **Services Provided.** Contractor shall perform ARPA grant implementation, education, and portal creation functions and services for the City for the duration of the Agreement, as detailed in the Scope of Work and made part of this Agreement. All City funds provided under this Agreement shall be used for the purposes of funding the ARPA Act Business Support Program totaling \$1,000,000.

4. **Contract Representatives.** The parties' representatives are as follows:

For Contractor	Colin Hastings, Executive Director Pasco Chamber of Commerce 1110 Osprey Pointe Blvd., Suite 1010 Pasco, WA 99301
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For City:	David K. Zabell, City Manager City of Pasco 525 N. 3 rd Ave. Pasco, WA 99301
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A party may change its representative by providing prompt written notice to the other party.

5. **Compensation and Invoicing.** The parties acknowledge that Federal funding, passed through the City, is made available to support Contractor personnel in their work on ARPA Business Support Program development and implementation of services described in this Agreement. To compensate Contractor for the work to be performed under this agreement, the City agrees to pay the Contractor the amount that is 15% to 20% of the contract amount. The Contractor shall submit an invoice to the City on a quarterly basis. Contractor shall provide the City with the necessary information to meet the City's reporting requirements to the US Department of Treasury. These include maintaining adequate records to demonstrate funds are utilized in accordance with the purposes of ARPA, along with the recipient, amount, and date of transfer. The City may request additional information, as needed, to meet Treasury guidelines. No invoices may be submitted after October 31, 2024. The City shall make payments within twenty-eight (28) days of receipt of the invoice from the Contractor.

6. **Amendment and Changes in Work.** No amendment, modification, or renewal of this Agreement shall be effective, unless set forth in a written amendment signed by both parties.

7. **Hold Harmless and Indemnification.**

7.1 The Contractor shall hold harmless, indemnify, and defend the City and its officers, officials, employees and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgements of any nature whatsoever, including reasonable costs and attorney's fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business,

arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor, or its subcontractors or their property upon or in proximity of the property of the City. Provided, that the Contractor's obligation hereunder shall not extend to the injury, sickness, death, or damage caused by or arising out of the sole negligence of the City or its officers, officials, employees, or agents.

- 7.2 In any and all claims against the City and its officers, officials, employees, and agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, 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 under Workers Compensation acts, disability benefits acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder. Contractor obligations under this Section 7 shall survive termination and expiration of this Contract.
- 7.3 The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the Contractor, or the Contractor's employees, agents, or subcontractors.

8. Insurance.

- 8.1 Workers Compensation: Contractor shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, Contractor waives all right of subrogation against the City for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.
- 8.2 Commercial General Liability Insurance: Contractor shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than two million dollars (\$2,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000). Contractor shall provide certificate of such insurance to City's representative prior to start of work, with City as Certificate Holder.
- 8.3 Verification of Coverage and Acceptability of Insurers: All insurance required under this Contract shall be issued by companies admitted to do business within

the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

9. **Termination.** The City may terminate this Contract in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. The City may terminate this Contract upon giving (10) days written notice by certified mail to the Contractor. In that event, the City shall pay the Contractor for invoices previously submitted in accordance with this Agreement and a pro-rata payment for the portion of the month for which services were rendered prior to the date any such termination is effective.
10. **Compliance with Laws.** The Contractor, shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement, including, but not limited to, prevailing wage laws.
11. **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, religion, national origin, age sex, marital status, veteran status, or the presence of any disability.
12. **Disputes.** Differences over the Contractor's performance will be promptly addressed in writing by the aggrieved party in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the City's Contract Representative or designee. All rulings, orders, instructions, and decisions of the City's Contract Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief. Prior to seeking judicial relief, the parties agree to meet in good faith to discuss and attempt to resolve any issues. In the event the parties are unable to reach an agreement on the dispute, the parties agree to submit their dispute to binding arbitration pursuant to the Uniform Arbitration Act RCW 7.04A, et seq. Venue shall be Franklin County Superior Court, and the parties agree that the laws of the State of Washington shall govern any dispute, to the extent permitted by law.
13. **Entire Agreement.** The parties agree that this Agreement is the complete expression of the agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.
14. **Notices.** Any notices shall be effective if personally served upon the other party if mailed be registered or certified mail, return receipt requested, to the addresses set out in Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three (3) days following the date of mailing or immediately if personally served.
15. **Independent Contractor.** Nothing herein shall be construed as creating an agency relationship. The City shall not control the manner in which Contractor performs its duties under this agreement, and the parties agree the Contractor shall perform these

duties as an independent contractor. The Contractor shall maintain independent discretion over the manner in which it performs the services under this agreement, and the City's authority to terminate the agreement shall not be construed as an ability to manage how Contractor performs its duties under this agreement.

16. **Severability.** If any portion of this agreement is found to be unenforceable, the remaining provisions shall be enforceable and shall not render the contract void.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted legal representatives and is effective on the last date signed.

Dave Zabell, City Manager
City of Pasco

Colin Hastings, Executive Director
Greater Pasco Chamber of Commerce

Dated: _____

Dated: _____

ATTEST:

Debra Barham, CMC
City Clerk

APPROVED AS TO FORM:

Kerr Ferguson Law, PLLC
City Attorney

Exhibit A

City of Pasco American Rescue Plan Act (ARPA) for Businesses Support Program

City of Pasco, WA is initiating a request for proposal from the Pasco Chamber of Commerce for utilization of American Rescue Plan Act dollars to support local businesses that have been severely affected by the COVID-19 pandemic and the executive orders by the Governor of Washington regulating business activities.

City of Pasco has approximately \$1,000,000 to assist affected businesses in form of grant distribution, business education, and business portal creation.

Background of organizations:

Greater Pasco Area Chamber of Commerce

The Pasco Chamber of Commerce is a nonprofit federally recognized 501(c)(6) focused on business and economic development in Pasco, Washington. The Pasco Chamber of Commerce mission is to foster a vibrant local business environment and to enhance the quality of life in our region.

The Pasco Chamber of Commerce was established in 1912 and has served as the “front door” for tens of thousands of individuals and businesses for 100 years. From business to agriculture to education, the Chamber is a major supporter of the Greater Pasco Area.

Pasco Chamber of Commerce Leadership

Jason Hogue, American Family Insurance, President of the Board
Joe Roach, Atkins Engineering, Immediate Past President
Tara Wiswall, Edward Jones, Past President
Randy Hayden, Port of Pasco, Vice President
Kim Fall, Conover Insurance, Vice President
Dave Zabell, CITY of Pasco, Board member
Delt Clark, Christensen Inc., Board member
Vicki Haines, Atomic Dermatology, Board member
Shane Edinger, Pasco School District, Board member
Derrel Ebert, Tri-CITY Dust Devils, Board member
Nick Punch, Baker Boyer Bank, Board member
Rob Di Piazza, Hometown Values Magazine, Board member
Janet Mick, Minuteman Press, Board member
Rolando Rodriguez, Sol Case Management, Board member

Brief background of staff who will be involved in providing services under the proposed contract.

Colin Hastings, Executive Director of the Pasco Chamber of Commerce

Prior to accepting the Executive Director position for the Pasco Chamber in 2011, Mr. Hastings and his wife owned a couple of small service-retail businesses and operated a small cherry orchard outside of Pasco.

Mr. Hastings sits on the Hanford Area Economic Investment Fund (hanfordfund.com), Meier Architecture & Engineering Board of Directors, and serves as Chairman of the Board of Directors for the Annual Water Follies event featuring Unlimited Hydroplane Races held each year in the Tri-Cities. He is also on the Board of Directors for the Pasco Kiwanis Club, Pacific Technology Alliance promoting rural broadband access and the Washington Policy Center Eastern WA Advisory Board. Mr. Hastings graduated from Seattle University with a degree in Business Administration.

Contact information.

Colin Hastings, Executive Director, Pasco Chamber of Commerce
1110 Osprey Pointe Boulevard Suite 101
Pasco, WA 99301
www.pascochamber.org
509-547-9755

City of Pasco Business Support Program to address negative economic impacts of COVID-19 pandemic

1. Create accessible and bilingual business assistance grants available for businesses. Grants can be distributed in increments of up to \$30,000 based on need and proof of revenue loss during the period of March 27, 2020 to December 31, 2021. Businesses located in City of Pasco and demonstrating adverse effects financially will be eligible to apply.
2. Create business education programs to assist them in following areas:
 - a. Accounting
 - b. Regulatory Compliance
 - c. Business development
 - d. Market analysis
 1. External analysis
 2. Internal analysis
 3. Business Plan implementation
 4. Hiring Practices
 - e. Inventory control/organization
 1. Operational needs
 2. Minimize overhead
 3. Creation of business portal

The Business Support Program will approach this engagement with a tiered approach:

1. Create a bilingual culturally competent media outreach campaign to targeted businesses using print, radio, social media (Facebook-El Face), WhatsApp, television and through collaboration with the non-profit organizations to educate small/minority business owners of the eligibility for grant dollars. Emphasis will be placed on meeting the business where they are at, which can include face to face interactions.
2. Targeted businesses will be encouraged to apply online with easy-to-use fillable form. A committee will be formed to review the applications to ensure businesses are eligible and meet the criteria for the grant.
3. The Pasco Chamber Board of Directors representatives will form a committee to make the determination dispersing grants to eligible applicants.

To accommodate the intensive effort involved in deploying diverse communication effort to reach out to local businesses and education efforts, City of Pasco will provide 15%-20% in administrative cost of the program. Greater Pasco Chamber of Commerce will provide City of Pasco with bi-annual reports with:

1. Breakdown of administrative costs by program areas:
 - a. Labor
 - b. Marketing
 - c. Software Purchase
 - d. Professional Services