



**CITY OF CENTRALIA
AGREEMENT FOR CORONA VIRUS 2019 (COVID-19) RESPONSE CENTRALIA CARES COMMUNITY
PROJECT**

THIS AGREEMENT is entered into this 13th day of August 2020 by and between the City of Centralia, a municipal corporation, hereinafter called the "City", and the Centralia Downtown Association, a non-profit corporation, hereinafter called the "Contractor".

I. RECITALS

- A. WHEREAS, the City has contracted through an interagency agreement with the Washington State Department of Commerce through the Coronavirus Relief Fund for Local Governments; and
- B. WHEREAS, the Contractor has proposed to provide one or more of the services authorized for Coronavirus Relief Fund expenditures by contract with the City ("the Services") and the Contractor's proposal has been evaluated and approved by City Council; and
- C. WHEREAS, the City finds it would be in the public interest to enter into an agreement with the Contractor to provide the services as proposed by the Contractor and are deemed necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).

II. AGREEMENT

- A. Contractor shall provide the services, consisting of those in direct response to the Coronavirus Public Health Emergency as outlined in their Centralia CARES Community Proposal Submission as amended and presented at the August 11, 2020 city council meeting, specified as Exhibit A attached hereto, and incorporated by this reference.
- B. As consideration for provision of the Services, the City shall reimburse the Contractor the sum of fifty-five thousand seven hundred fifty Dollars (\$55,750.00) for small business virtual shopping experience development. Reimbursement shall be made according to the schedule attached hereto as Exhibit B.
- C. Contractor shall receive reimbursement under the Agreement only upon the Services described in this document, and for no other purposes. Contractor shall maintain accurate books and records which accurately reflect expenditures for the Services, which shall be available for the City inspection, as well as state or federal auditors upon request.
- D. Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs and prepare appropriate financial

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

- a. Submit to the City of Centralia the reporting package specified in OMB Super Circular 2 CRF 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 the City of Centralia follow-up responses and developed corrective action plans for all audit findings related to this contract.
- E. The duration of this Agreement is from date of signature, until October 31, 2020.
- F. The City and the Contractor agree that the Contractor is an independent contractor with respect to the Services provided pursuant to the Agreement. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary State or federal payroll deduction, including but not limited to FICA, FUTA State Industrial insurance, State workers compensation, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
- G. The Contractor shall indemnify and hold the City, its officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connections with the performance of the Agreement, except for injuries and damages caused by the sole negligence of the City.
- H. The Contractor shall provide a Certificate of Insurance evidencing Commercial General Liability insurance with limits of not less the One Million Dollars (\$1,000,000.00) combined single limit per occurrence, with the City shown as an additional named insured.
- I. The Contractor shall provide a report to the city council at an upcoming council as directed, summarizing the use of the CARES Act funds.
- J. In the event of material non-performance of the Services by the Contractor, the City shall have the right to the return of all funds reimbursed to the Contractor for non-conforming uses and to withhold reimbursement of any remaining funds. However, the City shall not exercise the right until it has given written notice to the Contractor, and (10) days have passed since the giving of such notice. This is in addition to and not in lieu of any rights the City has may have provided by law.
- K. The Contractor agrees to a deadline of October, 15th, 2020 to submit invoice(s) and/or detailed expense and payment / expense documentation so the City can approve reimbursement to the Contractor for the Services described up to the amount received as stated above (II. AGREEMENT, B.) Examples of documentation include itemized receipts with cancelled checks or credit card statements, other backup documentation must be approved by the city prior to payment being generated. No exceptions.
- L. The Contractor shall conduct its business in a manner which assures fair, equitable and non-discriminatory treatment of all persons, including maintaining open hiring and employment practices, and compliance with all requirements of applicable federal, state and local laws or regulations related to hiring and employment practices and providing services to all persons, without discrimination as to the person's race, color, religion, sex, Vietnam era veteran's status, disabled veteran condition, physical or mental handicap or national origin.

M. The Agreement is the complete expression of the terms hereto. Any oral representation or understanding not incorporated herein is excluded. Any modification of the agreement shall be in writing and signed by both parties.

CITY OF CENTRALIA



Rob Hill, City Manager

CONTRACTOR: Centralia Downtown
Association



Teri Zambon, Executive Director

EXHIBIT A



**PROPOSAL AS SUBMITTED BY CONTRACTOR/AGENCY
DURING APPLICATION PROCESS**



**CITY OF CENTRALIA
REIMBURSEMENT SCHEDULE**

Pursuant to the requirement of RCW 42.24.080, the Contractor shall present the City with claims for reimbursement of the expenses incurred in connection with performing the approved Services and said claims shall be audited by the City to determine that materials, services or labor have been provided.

Reimbursement will be made to the Contractor within approximately 30 days of submittal of invoices. The Contractor is responsible for all incurred financial obligations (i.e. Contractor pays vendor, City pays Contractor). Contractors are required to maintain original receipts and financial records relative to funds awarded by the City.

Contractor shall provide to the City Finance Department an invoice outlining expenses claimed and appropriate backup when their claims for reimbursement are submitted. No reimbursements will be processed without submittal of the appropriate forms and backup.