

CORONAVIRUS RELIEF FUND GOVERNMENTAL RECIPIENT AGREEMENT

THIS AGREEMENT made this __day of _____ 2020, by and between the **COUNTY OF BLAIR**, a political subdivision under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as “the County,”

AND

The [Name of Recipient], a [insert class of municipality/type of governmental entity] having its headquarters and principal business office at [insert address], hereinafter referred to as “Recipient.”

The County and the Recipient separately shall be referred to as a “Party” and collectively shall be referred to as the “Parties.”

RECITALS:

WHEREAS, Section 5001 of the federal Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), which became law on March 27, 2020, establishes a Coronavirus Relief Fund; and

WHEREAS, the CARES Act requires that Coronavirus Relief Fund money be used for expenditures that (1) were necessary expenditures incurred due to the COVID-19 public health emergency; (2) were not accounted for in the budget most recently approved as March 27, 2020; and (3) were incurred, on a cash basis, during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the County received Coronavirus Relief Fund money from the Commonwealth of Pennsylvania under Act 24 of 2020, which funding was distributed to the Commonwealth by the United States Department of the Treasury (“U.S. Treasury”); and

WHEREAS, the County is distributing Coronavirus Relief Fund money to eligible entities for permissible expenditures; and

WHEREAS, the Coronavirus Relief Fund money spent on impermissible purposes or that is not spent by December 30, 2020 is subject to repayment to the U.S. Treasury; and

WHEREAS, Recipient has submitted an application (“Application”) to receive Coronavirus Relief Fund money from the County for certain purposes specified in Recipient’s Application; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is mutually acknowledged, and intending to be bound, the Parties agree as follows:

1. RECITALS

The Recitals are incorporated herein by reference, as if fully set forth in the body of this Agreement.

2. PURPOSE

The purpose of this Agreement is to provide for the distribution of Coronavirus Relief Fund money under Act 24 of 2020 to Recipient for uses identified in the Application and permitted by the County; the CARES Act, as may be amended; Act 24, as may be amended; and related guidance from the U.S. Treasury and the Commonwealth, as may be amended.

3. CONDITIONS

Recipient will receive Coronavirus Relief Fund money from the County on a reimbursement basis. As a condition of receiving Coronavirus Relief Fund money from the County, Recipient agrees that Coronavirus Relief Fund money it receives as a reimbursement will be for the purposes set forth in its Application and in compliance with the CARES Act and related guidance issued by the United States government and the Commonwealth of Pennsylvania, including applicable future amendments to statutory provisions or related federal or state guidance, and in accordance with the limitations outlined in this Agreement. Recipient agrees that Coronavirus Relief Fund money will be requested solely on expenditures that meet all of the following requirements:

- Expenditures that were necessary expenditures incurred due to the COVID-19 public health emergency.
- Expenditures that were not accounted for in the budget most recently approved as of March 27, 2020 (not including any amendments or supplemental budgets passed in response to the COVID-19 public health emergency).
- Expenditures that were incurred between March 1, 2020 and August 31, 2020.

4. CATEGORIES OF PERMISSIBLE EXPENDITURES

Recipient acknowledges that the County has limited expenditures of Coronavirus Relief Fund money received from the County to the following types of expenditures:

1. COVID-19 related medical expenses such as:
 - 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 blood sample testing.

- Emergency medical response expenses, including emergency medical transportation, related to COVID-19.

2. Public health expenses such as:

- Expenses for communicating COVID-19 “stay at home” orders and other COVID-19-related public health orders.
- Expenses for enforcing COVID-19 “stay at home” orders and other COVID-19-related public health orders.
- Expenses to purchase and distribute Personal Protective Equipment (“PPE”), sanitizing products, and other similar medical and protective supplies needed to reduce the risk of COVID-19 exposure for police officers, direct service providers who work with older adults or 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 or facilities such as public or private nursing homes in your community, in response to the COVID-19 public health emergency.
- Expenses for providing technical assistance to other entities related to mitigation of COVID-19-related threats to public health and safety.
- Expenses for public safety measures undertaken in response to COVID-19. Examples include costs of placing barriers or fences to enforce social distancing or closures at public parks or other public facilities or installing Plexiglas shields and hand sanitizer pumps in public facilities.
- Expenses for quarantining individuals.

3. Where the statutory requirements have been met, certain 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 groups, to enhance compliance with COVID-19 public health precautions.
- Expenses to improve telework capabilities for governmental employees to enable compliance with COVID-19 public health precautions.

- Expenses of providing Families First Coronavirus Response Act benefits under the Emergency Paid Sick Leave Act and the Emergency Paid Family and Medical Leave Expansion Act to governmental employees in order to further compliance with COVID-19 public health recommendations and precautions.
- Expenditures for care for homeless populations made to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- Unemployment compensation costs related to the COVID-19 public health emergency if those costs will not be reimbursed by the federal government through the CARES Act or otherwise.

5. Other COVID-19-related expenses that the County determines are reasonably necessary to the function of government that satisfy the statutory eligibility criteria for the use of Coronavirus Relief Fund money.

Goods and services purchased with Coronavirus Relief Fund money must be received or provided no later than December 30, 2020. Recipient acknowledges that this requirement is mandatory and agrees to include provisions indicating that time is of the essence and that this deadline is mandatory in all agreements with providers of good and services.

5. ADDITIONAL PROHIBITED CATEGORIES OF EXPENDITURES

Recipient acknowledges that Coronavirus Relief Fund money distributed by the County may only be used for the purposes identified in the immediate preceding section. In addition to expenditures that do not meet all three CARES Act conditions outlined above or fall within the categories of expenditures permitted by the County. Recipient acknowledges that federal CARES Act guidance issued by the U.S. Treasury prohibits the use of Coronavirus Relief Fund money to fill shortfalls in governmental revenue, including but not limited to by making expenditures that do not otherwise qualify for the use of Coronavirus Relief Fund money, and that Coronavirus Relief Fund money may not be used to reimburse portions of an expense that are also being reimbursed by another federal or state funding source. Recipient further acknowledges that prohibited uses of Coronavirus Relief Fund money include, but are not limited to, the following types of expenditures:

- Damages covered by insurance.
- Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- Expenses that have been or will be reimbursed under any federal programs or other sources.
- Reimbursement for donated items or services.

- Workforce bonuses other than payments such as overtime or hazard pay for employees substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- Severance pay.
- Legal settlements.
- Expenditures not in compliance with any other limitations or requirements that have been or will be established by the County, the Commonwealth, applicable law, applicable regulations, or applicable CARES Act or Act 24 guidance.

6. REPAYMENT

In addition, any Coronavirus Relief Fund money that the U.S. Treasury determines must be repaid to the Commonwealth or the U.S. Treasury by Blair County because Recipient did not spend it in compliance with the CARES Act, as amended, and related federal guidance, as amended, must be repaid to the County by Recipient. Recipient hereby agrees to indemnify, defend, save and hold harmless the County of Blair, its elected and appointed public officials, employees, agents and independent contractors (collectively, the “Indemnified Party”) from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorneys’ fees and expenses, court costs and costs of appeals) for breach of the provisions of this Agreement and for property damage and/or personal injury, including death, asserted against or incurred by the Indemnified Party by reason of or arising out of Recipient’s use of funds provided by this Agreement.

7. RETENTION OF RECORDS

Recipient is obligated to retain records for seven (7) years following the delivery of funds by Blair County to Recipient relating to the use of Coronavirus Relief Fund money, including, but not limited to, invoices, contracts, receipts, purchase orders, correspondence, records demonstrating that funds were spend for purposes permitted by the CARES Act and related federal guidance, and other records documenting Coronavirus Relief Fund expenditures. Such records shall be made available to representatives of Blair County upon request and in the format requested by the County.

8. FEDERAL SINGLE AUDIT ACT AND UNIFORM GUIDANCE

Recipient acknowledges that guidance issued by the U.S. Treasury indicates that Coronavirus Relief Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Recipient further acknowledges that Fund payments to Recipient count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements

and that Recipient would be subject to a single audit or program specific audit pursuant to 2 C.F.R. § 200.501(a) if Recipient spends \$750,000 or more in federal awards during its fiscal year. Recipient further acknowledges that CFDA Number for this federal funding is 21.109.

9. RIGHT TO KNOW LAW

9.1 Recipient understands and acknowledges that the Application, this Agreement and other records of the Project, even if created by and/or in the possession of the Recipient may subject to the Pennsylvania Right to Know Law.

9.2 If the County needs the Recipient's assistance in any manner arising out of a Right to Know Law request made to the County for records concerning the Coronavirus Relief Fund money (hereinafter "RTKL Request"), the County shall notify the Recipient in writing. In the event an individual makes a RTKL Request directed to the Recipient, the Recipient shall provide a copy of the same to the County within 24 hours of receipt; the County shall be responsible for compliance with the Right to Know Law, and the Recipient's duties shall be to provide assistance and access to public records as defined by the Right to Know Law as provided for herein.

9.3 Upon written notification from the County that it requires the Recipient's assistance in responding to a RTKL Request for records that may be in the Recipient's possession, the Recipient shall:

- .1 Provide the County, within twenty (20) calendar days after receipt of written notification from the County, access to and copies of any public records in Recipient's possession arising out of the Project; and
- .2 Provide such other reasonable assistance as the County may reasonably request in order to comply with a RTKL Request with respect to the Project.
- .3 If the Recipient believes any requested information may be exempt from the Right to Know Law, Recipient shall identify to County any such information, and the County will consider raising such exemption as it believes is legally appropriate.

9.4 If the requester appeals the County's denial of the request and the County's denial is based upon the Recipient's written statement that the requested records do not exist, the County will timely notify the Recipient of such appeal. The Recipient shall join any appeal at the Office of Open Records at the Recipient's expense and defend such denial.

9.5 The County will reimburse the Recipient for any reproduction costs associated with complying with these provisions under the fee schedule established by the Office of Open Records or as otherwise provided by the Right to Know Law if the fee schedule is inapplicable.

9.6 The Recipient's duties pursuant to this section are continuing duties that survive the expiration of this Agreement and shall continue as long as the Recipient has Project information subject to the Right to Know Law in its possession.

10. RESOLUTION

Recipient will adopt or pass a lawfully adopted written resolution or similar action approving this Agreement and authorizing the filing of the Application and authorizing the individual who signs this Agreement to execute this Agreement on behalf of Recipient, to act as its representative with respect to the Application, and to provide such additional information as may be required.

11. NONWAIVER

A. A failure by each Party to take action with respect to any default or violation by the other Party of any of the terms, conditions or covenants of this Agreement shall not, in any way, limit, prejudice, diminish or constitute a waiver of any right of each such Party to act with respect to any prior, contemporaneous or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

B. Additionally, a failure by each Party to take action with respect to any default or violation by the other Party of any of the terms, conditions or covenants of this Agreement shall not, in any way, limit, prejudice, diminish or constitute a waiver of any right of each Party to act with respect to any prior, contemporaneous or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

12. TERMINATION; CUMULATIVE REMEDIES

A. This Agreement may be terminated for any reason by the County upon fourteen (14) days written notice to Recipient or immediately for any misrepresentation contained in the Recipient's grant application or violation of this Agreement.

B. It is understood that the right to terminate shall be in addition to all other remedies, which are or may be available to the County or the Recipient, for the other Party's breach of any covenant, term or condition of this Agreement. All rights and remedies under this Agreement shall be cumulative and shall be in addition to those rights which the Parties may have under applicable law, statute, regulation or otherwise.

13. TERM

This Agreement shall be effective upon approval of Blair County, which will be the date placed on the first page of this Agreement, and unless sooner terminated pursuant to Paragraph 12 hereof, shall expire when the County, in its discretion, determines that the expenditure of Coronavirus Relief Fund money and Recipient's obligations under this Agreement, including those relating to review of expenditures, if any, by the U.S. Treasury have been completed.

14. NOTICES

A. All notices, reports, or documents required to be given or made pursuant to this Agreement shall be in writing and shall be sent by either:

1. United States Mail first class delivery, postage pre-paid; or
2. Electronic mail (e-mail), confirmed by letter sent by United States Mail first class delivery, postage pre-paid;
3. Facsimile (fax) transmission confirmed by letter sent by United States Mail first class delivery, postage pre-paid.

B. All notices, reports or documents required to be given or made under this Agreement shall be sent to the respective Parties as follows:

1. As to the County:
Blair County Courthouse
Attn: Nicole Hemminger, Chief Clerk
423 Allegheny Street, Suite 441A
Hollidaysburg, PA 16648

Or to such other person or address as the County may from time to time designate in writing.

2. As to the Recipient:

[Insert name and address of authorized representative of Recipient]

or to such other person or address as the Recipient may from time to time designate in writing.

15. NO PERSONAL LIABILITY

No elected official, officer, appointee, agent or employee of County or Recipient, shall be charged personally or held contractually liable by or to the Recipient under any term or provision of this Agreement or because of any breach hereof or because of its or their execution, approval, or attempted execution of this Agreement.

16. HEADINGS

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope or intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

17. SEVERABILITY

The Parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Agreement, or any portion thereof, shall be made to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

18. MERGER; MODIFICATION OR AMENDMENT

A. The Parties intend this writing as the final expression of their agreement and as a complete and exclusive statement of its terms. This Agreement supersedes all other prior agreements and understandings both written and oral between the Parties with respect to the subject matter thereof.

B. This Agreement may be changed, modified, discharged, or extended only by written change order or amendment duly executed by the Parties.

C. The Recipient agrees that no representations or warranties shall be binding upon County unless expressed in writing herein or in a duly executed amendment or change order hereof.

19. JURISDICTION; VENUE; NON-JURY TRIAL; and CHOICE OF LAW

The parties irrevocably agree that jurisdiction and venue with respect to any action arising from this Agreement shall be solely in the Court of Common Pleas of Blair County, Pennsylvania, and each party waives all objections to personal jurisdiction and venue. **THE PARTIES EXPRESSLY WAIVE THEIR RIGHTS TO A TRIAL BY JURY, AND AGREE AND CONSENT TO A TRIAL BY COURT.** Any and all matters of dispute between the parties to this Agreement, whether arising from the Agreement itself or arising from alleged extra contractual factors prior to, during, or subsequent to the Agreement, including, without limitation, misrepresentation, negligence, or any alleged tort or violation of the Agreement, shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law provisions, regardless of the legal theory upon which such matter is asserted.

20. ABSENCE OF RIGHTS IN THIRD PARTIES

No provision of this Agreement shall be construed in any manner so as to create any rights in third parties who are not signatories to this Agreement. It shall be interpreted solely to define specific duties and responsibilities between the County and the Recipient, and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

21. COMPLIANCE WITH APPLICABLE LAWS

Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, guidance, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees (“Applicable Laws”) that relate to its obligations under this Agreement. Recipient agrees to comply with all Applicable Laws, including but

not limited to applicable bidding and procurement requirements, applicable labor laws, applicable employment laws, applicable non-discrimination laws, applicable provisions of the Hatch Act, and other Applicable Laws. Recipient shall not discriminate on the basis of race, religion, age, gender, national origin, disability, or any other unlawful basis with respect to its use of Coronavirus Relief Fund money received from the County.

22. BINDING EFFECT

This Agreement will be binding upon and shall inure to the benefit of the County and the Recipient and their respective authorized successors and assigns, if any.

23. AUTHORIZATION

- A. Recipient represents and warrants that its signatory has been duly authorized to execute this Agreement on its behalf.
- B. This Agreement is entered into by the County pursuant to Resolution____-2020.

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INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto set their hands and seals the day and year first above written.

WITNESS

[NAME OF ENTITY]

By: _____

Title: [Insert title of Recipient representative]

ATTEST:

COUNTY OF BLAIR

(two of three signatures required to be valid)

Nicole M. Hemminger, Chief Clerk

Bruce R. Erb, President

Laura O. Burke, Vice President

Amy E. Webster, Secretary