

**MT. PLEASANT TOWNSHIP**  
**RESOLUTION No. 2020-6**

**A RESOLUTION OF MT. PLEASANT TOWNSHIP, WASHINGTON COUNTY, PENNSYLVANIA, APPROVING AGREEMENTS (2) BETWEEN THE TOWNSHIP AND WASHINGTON COUNTY, AND BETWEEN THE TOWNSHIP POLICE DEPARTMENT AND WASHINGTON COUNTY, PA, FOR FUNDING OF CORONAVIRUS EXPENSES TO THE TOWNSHIP, AND TO THE TOWNSHIP POLICE DEPARTMENT, RESPECTIVELY, AND AUTHORIZING THE CHAIRMAN, TOWNSHIP MANAGER, AND TOWNSHIP CHIEF OF POLICE TO EXECUTE SUCH AGREEMENTS, TO SUBMIT SUCH APPLICATIONS AND SUPPORT DOCUMENTS, AND TO ACT AS TOWNSHIP REPRESENTATIVES AS PROVIDED UNDER THIS AUTHORIZING RESOLUTION AND AS MAY BE REQUIRED UNDER SAID AGREEMENTS.**

**WHEREAS**, Washington County received Coronavirus Relief Fund (CARE) money from the Commonwealth of Pennsylvania under Act 24 of 2020 and will be distributing money to eligible entities for permissible expenditures incurred by the Recipient;

**WHEREAS**, Washington County is distributing Coronavirus Relief Fund money to eligible entities for permissible expenditures in the form of reimbursement for permissible expenditures incurred by the Recipient;

**WHEREAS**, by participating in the program, the Township may be eligible to receive funding for eligible Coronavirus Expenses, including up to \$101,644.44 to the Township and up to \$24,038.17 to the Township Police Department;


**WHEREAS**, the Township wishes, through this resolution, to approve and authorize its Chairman, Township Manager, and Township Chief of Police, to execute all such agreements, to submit such applications and accompanying support documentation as may be required, and to serve as authorized representatives and agents of the Township, in regard to such Agreements, Applications, and fund distributions.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Board of Supervisors that the **TOWNSHIP OF MOUNT PLEASANT**, Washington County, Pennsylvania, hereby approves the two (2) Washington County Coronavirus Relief Fund Recipient Agreements, between Washington County, PA, and Mount Pleasant Township, and between Washington County, PA, and Mount Pleasant Township Police Department ("Agreements"), respectively, and does hereby authorize the filing of the two respective Washington County COVID-19 Recovery Municipal Grant Program Applications ("Applications") on behalf of the Township and on behalf of the Township Police Department, respectively.

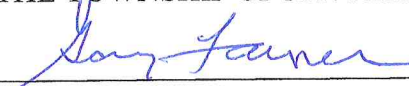
**BE IT FURTHER RESOLVED** that the Mount Pleasant Township Board of Supervisors does hereby authorize The Chairman, the Township Manager, Darla Protch, and Township Chief of Police, Louis McQuillan, to act as the Township's designated representative with authority to execute the Agreements and file the Applications and to provide such additional information as may be required by the County and relate in relation to same.

**RESOLVED AND ADOPTED** on this 28<sup>th</sup> day of October, 2020.

ATTEST:

  
\_\_\_\_\_  
Township Manager-Secretary

THE TOWNSHIP OF MT. PLEASANT

  
\_\_\_\_\_  
Gary Farner, Chairman

## **CORONAVIRUS RELIEF FUND RECIPIENT AGREEMENT**

**THIS AGREEMENT** made this 26<sup>th</sup> day of October 2020, by and between the **COUNTY OF WASHINGTON**, a political subdivision under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as “the County,”

**AND**

Mount Pleasant Township Police Department, in Mount Pleasant Township, having its headquarters, and principal business office at 31 McCarrell Road, Hickory, PA 15340, 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”), 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 in the form of reimbursement for permissible expenditures incurred by the Recipient; 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**, the County has placed a November 30, 2020 deadline on the expenditure of Coronavirus Relief Fund money for reimbursements distributed by the County; and

**WHEREAS**, Recipient has executed this Agreement to receive Coronavirus Relief Fund money from the County for municipal police and fire payroll expenditures reimbursement 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 reimbursement of 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 not to exceed \$24,038.17. As a condition of receiving Coronavirus Relief Fund money from the County, Recipient agrees that Coronavirus Relief Fund money it receives will be spent in accordance with the purposes set forth in this Agreement 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 spent solely on reimbursements that meet all of the following requirements:

- Reimbursements solely for payroll expenditures for eligible municipal police and fire personnel.
- To be eligible and receive reimbursement, Recipient shall provide adequate supporting documentation to substantiate payroll expenditures for eligible municipal police and fire personnel covered under this Agreement. Supporting documentation should include but is not limited to: job titles, payroll expenditures and their corresponding time periods and printout from Recipient's accounting system showing expenditures. Recipient can provide supporting documentation in the form of a report created by Recipient, however, the report's expenditures must match expenditures shown in Recipient's accounting system. If County requires additional documentation after initial submission, Recipient shall produce additional documentation prior to any reimbursement being made.
- Reimbursements that will be incurred between March 1, 2020 and *November 30, 2020*.

4. **REPAYMENT**

Any Coronavirus Relief Fund money that the U.S. Treasury determines must be repaid to the Commonwealth or the U.S. Treasury by the County because Recipient did not use it for reimbursement in compliance with the CARES Act, as amended, and related federal guidance, as amended, must be repaid to the County by Recipient.

**5. RETENTION OF RECORDS**

Recipient is obligated to retain records 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 reimbursed 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 the County upon request and in the format requested by the County.

**6. 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.

**7. 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.

**8. 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.

**9. TERMINATION; CUMULATIVE REMEDIES**

A. This Agreement may be terminated for any reason by the County upon thirty (30) days written notice to Recipient.

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.

**10. TERM**

This Agreement shall enter into effect as of October 22, 2020, 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.

**11. 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:

Joshua J. Hatfield  
Finance Director  
County of Washington  
100 West Beau St  
Suite 404  
Washington, PA 15301-4447  
Phone: 724-228-6894  
[hatfieldj@co.washington.pa.us](mailto:hatfieldj@co.washington.pa.us)

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



2. As to the Recipient:

Enter contact information here.

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

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. APPLICABLE LAW; VENUE**

A. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

B. The Parties agree that the state and federal courts sitting in Pittsburgh, Pennsylvania shall have proper and exclusive jurisdiction and venue for any proceedings arising from this Agreement.

**17. 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.

**18. 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.

**19. 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.

**20. 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 COVID-19 County Relief Block Grant Distribution Resolution.



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

**WITNESS:**

By: Paula L. Luech

**NAME OF ENTITY:**

By: Gary A. Lamm

Title: Chairman  
(Recipient Representative)

**ATTEST:**

Chief Clerk

By: \_\_\_\_\_  
Cynthia B. Griffin

**Washington County Board of Commissioners**

\_\_\_\_\_  
Diana Irey Vaughan  
Chair

Approved as to form and legality

By: \_\_\_\_\_  
Jana Phillis Grimm, Solicitor

\_\_\_\_\_  
Larry Maggi  
Vice Chair

Per Minute No. \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Nick Sherman  
Commissioner

## **CORONAVIRUS RELIEF FUND RECIPIENT AGREEMENT**

**THIS AGREEMENT** made this 28<sup>th</sup> day of September, 2020, by and between the **COUNTY OF WASHINGTON**, a political subdivision under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as “the County,”

**AND**

Mount Pleasant Township, an entity in Washington County, having its headquarters and principal business office at 31 McCarrell Road, Hickory, PA 15340, 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 in the form of reimbursement for permissible expenditures incurred by the Recipient; 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**, the County has placed a November 30, 2020 deadline on the expenditure of Coronavirus Relief Fund money for reimbursements distributed by the County; and

**WHEREAS**, Recipient has submitted an application (“Application”) to receive Coronavirus Relief Fund money from the County for certain reimbursement 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 reimbursement of 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 not to exceed \$101,644.44. As a condition of receiving Coronavirus Relief Fund money from the County, Recipient agrees that Coronavirus Relief Fund money it receives will be spent in accordance with the purposes set forth in its reimbursement 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 spent solely on reimbursements that meet all of the following requirements:

- Reimbursements that are necessary expenditures incurred due to the COVID-19 public health emergency.
- Reimbursements 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).
- Reimbursements that will be incurred between March 1, 2020 and *November 30, 2020*.

## **4. CATEGORIES OF PERMISSIBLE EXPENDITURES**

Recipient acknowledges that the County has limited reimbursements 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.

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 excluding law enforcement and first responders or other categories for which the County has separate designated CARES funds available.

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.

5. Expenses related to providing economic support in connection with the COVID-19 public health emergency, such as:

- 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.

6. Other COVID-19-related reimbursements 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 November 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 immediately 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**

Any Coronavirus Relief Fund money that the U.S. Treasury determines must be repaid to the Commonwealth or the U.S. Treasury by the County because Recipient did not use it for reimbursement in compliance with the CARES Act, as amended, and related federal guidance, as amended, must be repaid to the County by Recipient.

## **7. RETENTION OF RECORDS**

Recipient is obligated to retain records 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 reimbursed 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 the County upon request and in the format requested by the County.

## **8. INTEREST BEARING ACCOUNTS**

Coronavirus Relief Fund money received by Recipient may be placed in an interest bearing account pursuant to guidance issued by the U.S. Treasury, provided that any interest generated by such funds or other proceeds of such investments must be spent on purposes permitted by this Agreement, the Coronavirus Relief Fund provisions of the CARES Act, and related federal guidance and must be so spent no later than December 30, 2020.

## **9. 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.



## **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 thirty (30) days written notice to Recipient.

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 enter into effect as of September 24, 2020, 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:

Joshua J. Hatfield  
Finance Director  
County of Washington  
100 West Beau St  
Suite 404  
Washington, PA 15301-4447  
Phone: 724-228-6894  
[finance@co.washington.pa.us](mailto:finance@co.washington.pa.us)

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

2. As to the Recipient:

Enter contact information here.

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. APPLICABLE LAW; VENUE**

A. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

B. The Parties agree that the state and federal courts sitting in Pittsburgh, Pennsylvania shall have proper and exclusive jurisdiction and venue for any proceedings arising from this Agreement.

## **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 the COVID-19 County Relief Block Grant Distribution Resolution.

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

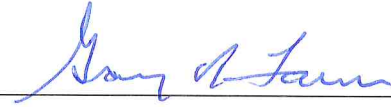
**WITNESS:**

By: \_\_\_\_\_



**NAME OF ENTITY:**

By: \_\_\_\_\_



Title: \_\_\_\_\_

  
(Recipient Representative)

**ATTEST:**

Chief Clerk

By: \_\_\_\_\_

Cynthia B. Griffin

**Washington County Board of Commissioners**

\_\_\_\_\_  
Diana Irey Vaughan  
Chair

Approved as to form and legality

By: \_\_\_\_\_

Jana Phillis Grimm, Solicitor

\_\_\_\_\_  
Larry Maggi  
Vice Chair

\_\_\_\_\_  
Nick Sherman  
Commissioner

Per Minute No. \_\_\_\_\_

Dated: \_\_\_\_\_