

**FIRST AMENDMENT
TO
AGREEMENT BETWEEN THE
CITY OF YAKIMA AND
YAKIMA COUNTY DEVELOPMENT ASSOCIATION**

THIS AMENDMENT is entered into this ____ day of _____, 2020, between the City of Yakima, State of Washington (“City” or “Grantee”) and Yakima County Development Association (“Recipient”) and amends the Agreement Between the City of Yakima and Yakima County Development Association dated September 9, 2020.

RECITALS:

WHEREAS, the City received CARES Act funds to be used to address the effects arising from the COVID-19 pandemic in addition to the One Million Dollars allocated for small business grants in the September 9, 2020, Agreement between the City and Recipient; and

WHEREAS, the Recipient has capacity and has agreed to administer the additional funding as a grant program for small businesses, the same as that outlined in the September 9, 2020, Agreement, as well as for non-profit organizations under the terms and conditions herein; and

WHEREAS, the City wishes to amend its Agreement with Recipient to engage Recipient to assist the City in utilizing the additional CARES Act funds;

NOW, THEREFORE, it is agreed between the parties hereto as follows:

Section 1: Amendment to the September 9, 2020 Agreement.

A. Section1: Scope of Services, shall be amended to read as follows:

1. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering CARES funding granted to the Grantee to address effects arising from the COVID-19 pandemic in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CARES program:

Program Delivery

- Activity: (i) Recipient will use CARES funding to provide grants to small businesses to provide short-term assistance, enable retention of jobs, and stabilize small businesses affected by the COVID-19 pandemic.
- (ii) Recipient will use CARES funding to provide grants to non-profit corporations holding 501(c)(3) status to provide short-term assistance and aid with costs due to the effects of the COVID-19 pandemic.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, grants allocated, small business and non-profit information, advertising and marketing, application review, and decision-making.

B. CARES Act Objectives: Small Business Grants

All activities funded with these CARES funds must be for the costs of business interruption caused by required closures. The funds must be specifically for COVID related impacts and needed to prevent significant damage to the local economy.

The Recipient will provide all documented data collected to Grantee through monthly reports and a final report which will provide all data requested in this Agreement. Additional information may be requested by Grantee and any such information shall be provided by Recipient.

Levels of Accomplishment—Goals and Performance Measures

- i. Recipient shall administer the grant program for small businesses in the City of Yakima with the goal of providing grant funds to small businesses to keep those businesses viable during the COVID-19 pandemic and beyond.
- ii. Recipient shall document grant reimbursements, employee numbers, and success or failure of the business on or before December 31, 2020, after the grant funds have been provided.
- iii. Recipient shall follow up with successful applicants on or before June 30, 2021, after grant funds have been provided to collect data on the business.

C. CARES Act Objectives: Non-Profit Corporation Grants

All activities funded with these CARES funds must be for the costs associated with the interruption of activities of a non-profit corporation caused by the required closures and limitations on gatherings. The funds must be specifically for costs associated with the non-profit organizations' COVID related impacts or for costs associated with services provided to the community by the non-profit corporation during the pandemic.

The Recipient will provide all documented data collected to the Grantee through monthly reports and a final report which will provide all data requested in this Agreement. Additional information may be requested by Grantee and any such information shall be provided by Recipient.

Levels of Accomplishment—Goals and Performance Measures

- i. Recipient shall administer the grant program for non-profit corporations which are based in the City of Yakima with the goal of providing grant funds to non-profit corporations to pay for costs associated with the non-profit during the COVID-19 pandemic, such as rent, utilities, and costs of providing services typically provided by the non-profit to the community during the pandemic.
- ii. Recipient shall document grant reimbursements on or before December 31, 2020, after the grant funds have been provided.

D. Staffing

Recipient shall provide adequate staffing to administer the grant program. Grantee will provide technical assistance when requested. Jonathan Smith of YCDA shall be the primary staff person and key personnel for purposes of this Agreement. Any changes in key personnel assigned or their general responsibilities under this Agreement are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

B. Section 2: Time of Performance, shall be amended to read as follows:

2. TIME OF PERFORMANCE

Services of the Recipient shall start on the effective date of this Agreement and end on the 30th day of November, 2020. Funds will not be available to the Recipient from the CARES program after the completion date, unless otherwise approved by Grantee.

C. Section 3: Budget, shall be amended to read as follows:

3. BUDGET

Funding of One Million Dollars (\$1,000,000.00) shall be granted to small businesses for items related to the Scope of Service.

Funding of One Million Four Hundred Thousand Dollars (\$1,400,000.00) may be granted to either small businesses or non-profit corporations for items related to the Scope of Service. Small businesses and non-profit corporations which have continued to operate and provide services to the community during the COVID-19 pandemic shall take priority over non-profit corporations seeing reimbursement but not providing services during the COVID-19 pandemic through the date of the application.

All funds shall be disbursed as part of the program. Recipient shall be allowed to retain a maximum of Fifteen Thousand Dollars (\$15,000.00) of the funding for administrative costs and expenses. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

D. Section 4: Payment, shall be amended to read as follows:

4. PAYMENT

- A. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed Two Hundred Thousand Four Hundred Dollars (\$2,400,000.00).
- B. Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 2 CFR 200.
- C. The Grantee reserves the right to hold payment until adequate documentation has been provided by the Recipient and reviewed by the City. The Recipient agrees to the following provisions in satisfying the terms and conditions of this Agreement:
- D. Recipient shall submit written claims for reimbursement no less than monthly. All grants made under this Agreement shall be made on or before November 30, 2020.
- E. Section 7: Special Conditions, shall be amended to read as follows:

7. SPECIAL CONDITIONS

- A. Recipient shall formulate all application materials and Grantee shall approve said application materials prior to the granting of any funds under this Agreement.
- B. The grant amount to any applicant shall not exceed Ten Thousand Dollars. Grantee desires to serve as many small businesses and non-profit corporations as practicable while providing those businesses and non-profits funds need to continue to operate beyond the COVID-19 pandemic.
- C. Priority should be given first to small businesses which have not received any other federal or state assistance for their business. In cases where assistance provided was less than \$10,000.00, a small business may request the difference between what it already received and the full \$10,000.00 and be given priority for that amount. Next priority is non-profit corporations which have provided services to the community during the pandemic prior to the date of application.
- D. Small business applicants must provide proof of a valid City of Yakima business license.
- E. For purposes of obtaining a small business grant under this Agreement, a small business is defined as a sole proprietorship, partnership, limited liability company, or corporation with less than twenty-five employees (either part-time or full-time employees) located within the City of Yakima, legally in operation for at a minimum of 365 days prior to September 1, 2020, which wasn't able to operate, or wasn't (or still isn't) able to operate at 100% due to the required closures and opening restrictions due to COVID-19.
- F. Non-profit corporations must provide proof of 501(c)(3) status and that the non-profit corporation has offices in the City of Yakima.
- G. For purposes of obtaining a non-profit corporation grant under this Agreement, a non-profit corporation is defined as a 501(c)(3) non-profit corporation located within the City of Yakima, legally in operation for at a minimum of 365 days prior to September 1, 2020, which had its operations affected due to the required closures and opening restrictions, or the restrictions on gathering, due to COVID-19.
- H. YCDA shall determine the best course in reviewing applications.
- I. Funding should be granted on a rolling basis, until funds run out, but no grants should be awarded later than November 30, 2020.
- J. Recipient shall provide updates to the City Council upon request.

8. Section 9: Administrative Requirements, subsection (C)(iii): Reporting and Payment Procedures, Indirect Costs, shall be amended to read as follows:

iii. Indirect Costs

Recipient shall be reimbursed for indirect costs, or any administrative costs associated with the grant program in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00).

Section 2: All other contractual terms remain. Aside from the specific amendments listed in Section 1, all other terms, conditions, requirements, and obligations outlined and agreed to in the Agreement Between the City of Yakima and Yakima County Development Association, dated September 9, 2020, remain in full force and effect and are not altered or amended unless specifically set forth herein.

DATED this _____ day of October, 2020

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF YAKIMA

YAKIMA COUNTY DEVELOPMENT ASS'N

By: Robert Harrison, City Manager

By: Jonathan Smith, Director

ATTEST:

Sonya Claar-Tee, City Clerk