

CORONAVIRUS RELIEF FUNDS GRANT AGREEMENT

THIS AGREEMENT is made by and between Breeze, LLC. (“the ORGANIZATION”), and Lewis County (“the COUNTY”), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, US Treasury has made payments from the Fund to States and eligible units of local government; the District of Columbia and U.S. Territories (the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments (collectively “governments”);and

WHEREAS, The CARES Act requires that the payments from the Coronavirus Relief Fund (CRF) only be used to cover expenses that (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 ; and

WHEREAS, Governor Inslee released a portion of the state’s (CRF) to cities and counties with populations under 500,000 that were ineligible to receive direct funding under the CARES Act. Cities and counties below 500,000-population have received a per capita distribution, with a minimum distribution of \$250,000 per county and \$25,000 for cities and town administered through the Washington State Department of Commerce; and

WHEREAS, Lewis County was the recipient of a CRF Grant in the amount of \$4,371,400 through the Washington State Department of Commerce for costs incurred in response to the COVID-19-related public health emergency during the period of March 1, 2020 thru October 31, 2020; and

WHEREAS, Allowable expenditures under the Department of Commerce CRF Grant include, but are not limited to: medical and public health expenses, 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 emergency, expenses of actions to facilitate compliance with public health measures, expenses associated with the provision of economic support in connection with the emergency and any other COVID-19-related expenses of government that satisfy the CRF’s eligibility criteria; and

WHEREAS, the COUNTY has determined that eligible expenditures include expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions. Expenses to improve telework capabilities to enable compliance with COVID-19 public health precautions.

WHEREAS, the ORGANIZATION will be granted up to \$150,000 using (CRF) for installation and enhancement to wireless systems in the rural areas of Lewis County to facilitate distance learning and telework capabilities.

WHEREAS, the ORGANIZATION agrees these enhancements to wireless systems in the rural will result in adding up to 10 new locations in Lewis County and augmentation of existing sites will allow for at least 300 additional customers to be serviced by the end of 2020

WHEREAS, the Board of County Commissioners (BOCC) has determined that the activity herein described meets the US Treasury guidelines for use of CRF under the CARES Act, are eligible for reimbursement from the Washington State Department of Commerce and are in the best interest of the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in preventing the spread of the COVID-19 Virus in Lewis County, the BOCC intends to disburse Coronavirus Relief Funds to the ORGANIZATION for the purposes stated in this agreement and consistent with the US Treasury guidelines,

NOW, THEREFORE, in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **FUNDING:** Up to **\$ 150,000** is hereby pledged on a reimbursement basis from the COUNTY COVID-19 RESPONSE Fund No. 1410, using CRF in fiscal year 2020, solely for the purpose of providing additional broadband internet capacity systems in rural areas of Lewis County.
2. **USE OF FUNDS:** The ORGANIZATION shall use these COUNTY funds solely in response to the current COVID-19 pandemic and the need for access to online school programs, medical treatment providers and to provide better access for teleworking. These enhancements to wireless systems in the rural areas adding up to 10 new locations in Lewis County and augmentation of existing sites will allow for at least 300 additional customers to be serviced by the end of 2020. This project must be completed by October 1, 2020.

Please see Addendum 1 (Breeze Proposal) & Addendum 2 (Breeze Budget)

3. **PAYMENT PROVISIONS:** Once this Agreement is executed, the ORGANIZATION may submit claim vouchers to the Board of County Commissioners, Attention Clerk of the Board 351 NW Main St, Chehalis, WA 98532 requesting reimbursement solely for eligible expenses and/or for eligible services as identified in Section 2 of this Agreement (Use of Funds) and solely up to the maximum amount specified in Section 1 (Funding).

Reimbursement claim shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: "I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished and the services rendered as described herein". Within thirty (30) days of receiving a reimbursement claim voucher that meets the requirements of this Agreement and applicable law, the COUNTY, shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The **final** claims voucher under this Agreement shall be submitted by the ORGANIZATION no later than October 1, 2020.

4. **EVALUATION AND MONITORING:** The ORGANIZATION agrees to maintain its books and records and to employ accounting procedures, systems and practices that accurately and timely record and track the expenditures for which reimbursement is sought under this Agreement and provide for full compliance with the requirements of this Agreement. The ORGANIZATION will retain these supporting records for at least three (3) calendar years following the year in which the Agreement expires.

The COUNTY and/or the State Auditor and any of their representatives shall have full, timely and complete access to all books, records and other documents and evidence of the ORGANIZATION respecting all matters related to this Agreement and the activities for which reimbursement is sought or made, and shall have the right to examine such during normal business hours as often as the COUNTY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts of or transcripts from such records, and to audit all contracts, invoices, materials, and records of matters related to this Agreement and the activities for which reimbursement is sought or made. These access and examination rights shall continue for three (3) calendar years following the year in which the Agreement expires.

The COUNTY cannot guarantee but intends for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The COUNTY will, however, disclose or make this material available to those authorized in the immediately preceding paragraph or permitted under the provisions of Chapter 42.56 RCW, any other applicable public disclosure law, or order of any court or agency of competent jurisdiction, without notice to the ORGANIZATION.

5. **RECAPTURE PROVISION:** In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement or obtains reimbursement of ineligible expenditures, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall continue for a period of two (2) years following release of any report from an audit conducted by the COUNTY and/or the State Auditor's Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever expires later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION:**
The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any federal or state nondiscrimination law, this Agreement may be rescinded, canceled or terminated by the COUNTY in whole or in part.

7. **INDEMNIFICATION:**

Breeze Wireless, shall protect, defend, indemnify and hold harmless Lewis County, the BOCC, its officers, agents, and employees, or any of them from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from the performance of this Agreement by either party. This indemnity and hold harmless agreement shall not apply to acts or omissions of the County's officers, agents, and employees that are not in good faith and are outside the scope of their official duties.

8. DISPUTE RESOLUTION

- a) If a dispute arises between the parties with regards to the performance of any provision of this agreement or the interpretation thereof, the parties agree to follow the procedure set forth below. It is the goal of the parties to resolve their differences as early and amicably as possible.
- b) The parties shall first meet to attempt to see if the matter can be informally resolved. This informal resolution attempt may involve more than one meeting but is not required to involve more than one meeting.
- c) If the parties are unable to resolve their differences, the parties will endeavor to settle the dispute by mediation under such mediation rules as shall be mutually agreeable to the parties. Such mediation shall be non-binding but shall be a condition precedent to having said dispute decided in court by a judge or jury. Mediation shall commence, unless otherwise agreed, within thirty (30) days of a party's written request for mediation of a dispute. Any resolution at this stage shall be reduced to writing and, if it involves an interpretation of the agreement, it shall be considered an addendum to this agreement without the need for formal adoption by the governing bodies of the jurisdictions that are parties to this agreement. Any costs related to mediation shall be shared equally by the parties.

9. ENTIRE AGREEMENT/MODIFICATIONS: This Agreement represents the entire agreement of the parties with respect to the subject matter. No other understandings, oral or otherwise, exist regarding the subject matter of this Agreement or shall be deemed to exist. The COUNTY and the ORGANIZATION may, from time to time, mutually agree to amend this Agreement; however, no such change shall be effective until memorialized in writing and signed by the authorized representatives of the COUNTY and the ORGANIZATION, respectively.

10. AGREEMENT PERIOD: The term of this Agreement shall commence on the 29th day of June and terminate on the 1st day of October, both dates inclusive, unless sooner terminated as provided for herein.

For the COUNTY:
Lewis County Commissioners
351 NW North St.
Chehalis, WA 98532
Telephone: 360-740-1419

For the ORGANIZATION:
Breeze, LLC.

805 F. Street
Centralia, WA 98531
Telephone: 360-545-3225

IN WITNESS WHEREOF legal representatives of both the ORGANIZATION and the COUNTY have executed this Agreement on the date(s) so noted below.

The parties have caused this Agreement to be executed in duplicate originals this
[Click here to enter text.](#)

BREEZE, LLC.



(signature)
Peter Crosby
Breeze, LLC.
805 F. Street
Centralia, WA 98531

**BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

Gary Stamper, Chair

Edna Fund, Member

Bobby Jackson, Member

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

By: Deputy Prosecuting Attorney

ATTEST:

Rieva Lester, Clerk of the Board