

CITY OF BELLEVUE, IDAHO
RESOLUTION NO. 2373

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF BELLEVUE,
IDAHO, ACCEPTING \$49,999 IN AMERICAN RESCUE PLAN ACT/STATE AND
LOCAL RECOVERY FUNDS FOR THE REIMBURSEMENT OF CONDUCTING A
DRINKING WATER PLANNING SURVEY AND RATIFYING THE MAYOR'S
SIGNATURE ON THE CONTRACT FOR SERVICES BETWEEN BLAINE
COUNTY AND THE CITY OF BELLEVUE**

WHEREAS, the global pandemic in 2020 forced local governments to make exceptional expenditures in responding to challenges during the unprecedent crisis of the pandemic; and,

WHEREAS, Congress enacted the American Rescue Plan Act (2021), which allocated State and Local Fiscal Recovery Funds ("SLFRF") to local jurisdictions to respond to the pandemic to maintain vital public services, amid the decline of revenue resulting from the crisis; and,

WHEREAS, the city of Bellevue, Idaho (the "City"), a duly organized municipal corporation of the State of Idaho, desires to enter into a Contract for Services (the "Contract") with Blaine County (the "County"), Idaho, for contracting SLFRF-eligible services on behalf of the City with the County; and,

WHEREAS, the County established a grant-making program to consider specific funding requests and the City applied for the purpose of conducting a Drinking Water Planning Study for the City of Bellevue; and,

WHEREAS, the County determined that the City's request qualified as either: lost revenue due to an extraordinary expenditure or an appropriate public service response to mitigate the negative health or economic impacts of the crisis; and,

WHEREAS, in consideration of the lost revenue to an extraordinary expenditure or an appropriate public service response to mitigate the negative health or economic impacts by the City, the County agrees to pay \$49,999 from dedicated ARPA/SLFRF funds to reimburse the City.

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BELLEVUE, IDAHO, AS FOLLOWS:

SECTION 1: The Contract for Services for contracting SLFRF-eligible services on behalf of the City of Bellevue, Idaho, with Blaine County, Idaho, is approved substantially in the form presented at the April 22, 2024 Council meeting, attached hereto as **Exhibit A**.

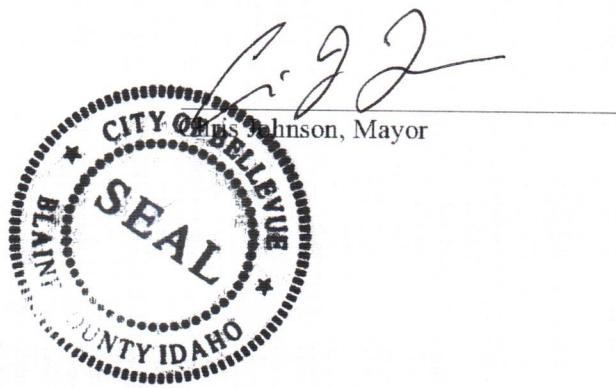
SECTION 2: The Common Council accepts the ARPA/SLFRF funds in the amount of \$49,999 to reimburse the City for conducting a Drinking Water Planning Survey.

SECTION 3: The Common Council ratifies the Mayor's signature on the Contract for Service between the City of Bellevue and Blaine County, Idaho.

PASSED AND ADOPTED by the Bellevue Common Council and signed by the Mayor of the City of Bellevue, Idaho, this 22nd day of April, 2024.

ATTEST:

Michelle K. Vest Snarr
Michelle K. Vest Snarr, City Clerk



ROLL CALL**AYE****NAY**

Council Member Carreiro

X

Council Member Giordani

X

Council Member Leahy

X

Council Member Mahoney

X

Council Member Obenauf

X

Council Member Shay

X

CITY OF BELLEVUE, IDAHO
RESOLUTION NO. 2373

EXHIBIT "A"

CONTRACT FOR SERVICES - ARPA/SLFRF REIMBURSEMENT
BETWEEN BLAINE COUNTY AND THE CITY OF BELLEVUE
FOR DRINKING WATER STUDY

THIS AGREEMENT made by and between Blaine County, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as "County," and City of Bellevue, a political subdivision of the State of Idaho, hereinafter referred to as "Recipient".

RECITALS:

1. The global pandemic has forced local governments, not for profit entities, and other community support services to make exceptional expenditures in responding to the unique challenges raised during this unprecedented crisis; and
2. In recognition of these efforts, Congress enacted the American Rescue Plan Act of 2021 (ARPA), which allocated State and Local Fiscal Recovery Funds (SLFRF) to local jurisdictions in order to: respond to the pandemic and support families and businesses struggling with its public health and economic impacts; maintain vital public services, even amid declines in revenue resulting from the crisis; and build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity; and
3. Among the eligible uses for SLFRF funds is reimbursement to local not for profit organizations and private small businesses for exceptional expenditures made in response to the pandemic, including those made in response to increased demand for services to populations negatively impacted or disproportionately impacted by the pandemic, or otherwise serving such populations in its ordinary operations; and
4. Among the eligible uses for SLFRF funds is the contracting with local organizations or businesses in order to provide SLFRF-eligible services on behalf of the local jurisdiction, when the same deems that such a contract is in the public interest; and

5. The Board has received ARPA/SLFRF funds and has established a grant-making program to consider specific funding requests from various local organizations impacted by the pandemic or serving impacted local populations; and
6. The Board's grant-making program's eligibility criteria and expenditure categories are the same, or substantially the same, as those described in the U.S. Department of the Treasury's Final Rule governing the eligible uses of SLFRF funds; and
7. The Board has considered one such funding request, made by Recipient; and
8. The Recipient is a political subdivision of the State of Idaho that has provided, and will continue to provide, valuable resources and/or services to the citizens of Blaine County; and
9. The Recipient has experienced negative economic impacts and/or disproportionate impacts as a result of the pandemic; and
10. The Recipient serves populations that have been negatively or disproportionately impacted as a result of the pandemic; and
11. The Board has determined that Recipient's request qualifies as either: Lost revenue due to an extraordinary expenditure or an appropriate public service response to mitigate the negative health or economic impacts of the COVID-19 pandemic and public health emergency; and
12. This contract for services is intended to provide ARPA/SLFRF reimbursement to the Recipient for providing these valuable public services, or compensate the same for the negative impacts of the COVID-19 public health emergency experienced by the Recipient.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. TERM. This Agreement shall be in full force and effect upon execution and will remain in effect until September 30, 2024.
2. SERVICES PROVIDED. The Recipient has made the following expenditures and/or provided the following services in response to the COVID-19 pandemic for which it seeks reimbursement: Conducting a Drinking Water Planning Study for the City of Bellevue.

In making this request, the Recipient has declared that it has truthfully and accurately represented the nature and amounts of these expenditures, and that the request represents lost revenue experienced by the recipient due to the COVID-19 public health emergency.

3. CONSIDERATION. In consideration of the expenditures or lost revenue made by the Recipient, the County agrees to pay \$49,999.00 from dedicated ARPA/SLFRF funds to reimburse the Recipient upon receipt of an invoice for these extraordinary expenditures.

4. INDEPENDENT CONTRACTOR. The parties agree that the Recipient is an independent contractor, and in no way an employee or agent of County and is not entitled to workers' compensation or any benefit of employment with the County. Furthermore, the Recipient is considered to be the end-user beneficiary of SLFRF funds, and as such is not subject to audit pursuant to the Single Audit Act and 2 C.F.R. Part 200 Subpart F as a subrecipient of SLFRF funds, nor is this contract for services considered to be a subaward of SLFRF funds.

5. INDEMNIFICATION. The Recipient agrees to fully indemnify, save and hold harmless the County and its respective officers, agents and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of the request for reimbursement being sought and paid herein.

6. COMPLIANCE WITH LAWS. In fulfilling its responsibilities, the Recipient agrees to comply with all federal, state, county and municipal laws, rules and regulations in his performance under this Agreement. The Recipient acknowledges that funds received under this contract for services are derived from the SLFRF program of the American Rescue Plan Act of 2021.

7. MERGER. This Agreement embodies the sole understanding of the parties. There are no other oral or written agreements outside of this Agreement. No modification, amendment or addition to this Agreement shall be effective unless agreed to by the Parties in a written instrument duly executed by the Recipient and the County.

8. THIRD PARTY BENEFICIARY RIGHTS. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

9. CAPTIONS AND HEADINGS. The captions and headings in the Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms and provisions contained herein.

10. CONSTRUCTION. No presumptions shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this Agreement.

11. VENUE AND GOVERNING LAW. In the event an action is brought to enforce or interpret this Agreement, the parties submit to the exclusive jurisdiction of the courts of the State of Idaho, and agree that venue for any such action shall be in Blaine County, Idaho, and that Idaho law shall control.

12. TERMINATION. This Agreement shall survive any payment made herein and the parties agree that any obligations under this Agreement shall remain after performance has been completed.

13. MODIFICATION. There shall be no modification of this Agreement unless executed in writing by the parties.

Executed and effective by the undersigned parties as of the date signed.

DATED this _____ day of _____, 2024.

Blaine County, Idaho

Muffy Davis, Chair

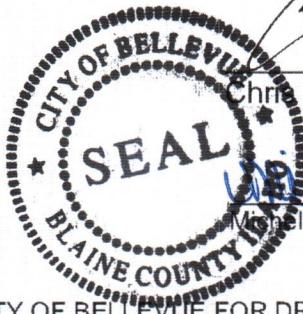
Attest:
Stephen McDougall Graham

Recipient
City of Bellevue

Blaine County Clerk

Chris Johnson, Mayor

Michelle K. Vest Snarr, Clerk



STATE OF IDAHO)
) ss
County of Blaine)

On this _____ day of _____, 2024, before me, the undersigned, a notary public for the state of Idaho, personally appeared **Muffy Davis**, known to me to be the Chair of the Board of County Commissioners of Blaine County, a political subdivision which executed the foregoing instrument, and acknowledged to me that she executed the same on behalf of said political subdivision.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)

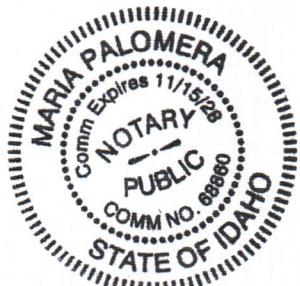
Notary Public for Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
) ss
County of Blaine)

On this 6th day of June, 2024, before me, the undersigned, a notary public for the state of Idaho, personally appeared **Chris Johnson**, known to me to be the Mayor of the political subdivision that executed the instrument or the person who executed the instrument on behalf of said political subdivision, and acknowledged to me that she had authority to execute the same on behalf of said political subdivision.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)



M. Palomera
Notary Public for Idaho
Residing at: Bellevue
Commission Expires: 11-15-2028