

King County Grant Agreement

1. Purpose of Agreement. This Agreement (“Agreement”) is made by and between King County, a municipal corporation (“the County”) and _____ (“Recipient”) to set forth the terms and conditions under which the County will provide the Recipient with \$_____ as a grant to be used to pay or reimburse necessary expenditures incurred for the _____ Project--as authorized in King County Ordinance 19318 during the period of January 1st, 2022 through December 31st, 2022.

2. Scope of Eligible Expenditures. Grant funds may only be used to pay or reimburse eligible expenditures consistent with Ordinance 19318 and as detailed in **Attachment A** (“Scope of Work”).

3. Recipient Responsibilities. Recipient agrees to administer the grant proceeds consistent with this Agreement. Recipient shall provide the County with certification **Attachment B** that grant funds were used for eligible expenditures. Recipient shall use the grant invoice template **Attachment C** to request payment from the County.

4. Access to and Maintenance of Records. Recipient shall maintain internal controls, accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County, for a period of six (6) years to ensure proper accounting for all grant funds and compliance with this Agreement. Recipient acknowledges that records may be subject to disclosure under the Public Records Act, Chapter 42.56 RCW.

Recipient shall agree that the County or any duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Recipient which are related to this Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

5. Termination. Upon seven (7) days-notice, the County may terminate this agreement for convenience. Any unspent grant proceeds shall be immediately returned to the County.

6. Repayment of Funds. If Recipient has unspent grant proceeds on hand as of December 31, 2022, Recipient shall return all unspent grant proceeds to the County within ten (10) calendar days. If any funds provided to recipient were used in a manner that is not consistent or allowable as outlined in this agreement, recipient shall return funds to County in the amount determined to be ineligible.

7. Conflict of Interest. Recipient designees, agents, members, officers, employees, consultants, and any other public official who exercises or who has exercised any functions or responsibilities with respect to the program during his or her tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the program, are barred from any interest, direct or indirect, in any grant or proceeds of the program, or benefit there from, which is part of this Agreement at any time during or after such person's tenure.

8. Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any suit or arbitration arising under this Agreement shall be in King County, Washington and if a lawsuit, in King County Superior Court.

9. Insurance Requirements. Recipient shall procure and maintain for the term of this Contract, insurance covering King County as an additional insured, as described in this section, against claims which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives,

employees, and/or subcontractors. Recipient shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and Endorsements covering King County as additional insured for full coverage and policy limits within 10 business days of signing the contract. The costs of such insurance shall be paid by the Recipient.

The Recipient shall maintain the following types of insurance and minimum insurance limits and requirements:

- **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition. Such insurance shall include coverage for, but not limited to, ongoing operations, products and completed operations, and contractual liability. Such limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status to the County.
- **Workers Compensation:** Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work and Services by applicable federal or "Other States" State law.
- **Employers Liability or "Stop Gap" coverage:** \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy Part 2 (Employers Liability), or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

10. Indemnification; Recoupment. Recipient shall, at its cost and expense, protect, defend, indemnify, and hold harmless the County, its directors, officers, employees, and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of Recipient, its directors, officers, employees, or agents, relating in any way to the Recipient's performance under the Agreement. These indemnification obligations shall survive the termination of the Agreement. Recipient further agrees that it is financially responsible for and will repay the County any and all indicated amounts following an audit exception which occurs due to Recipient's failure, for any reason, to comply with the terms of this Agreement.

COUNTY

RECIPIENT

Name: Dwight Dively
 Title: Director
Office of Performance, Strategy, and Budget

Name: _____
 Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

ATTACHMENTS

- A – Scope of Work
- B – Certification
- C – Invoice Template

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: CERTIFICATION

I, NAME am the TITLE of ORGANIZATION and I certify that:

1. I have authority and approval from the governing body on behalf of ORGANIZATION to accept proceeds from the County per the Agreement for the PROJECT NAME Project by and between the County and ORGANIZATION.
2. I certify the use of funds submitted for reimbursement or payment under this contract were used only to cover those costs that:
 - a. Are necessary expenditures incurred in support of the PROJECT NAME Project
 - b. Were incurred during the period that begins on December 1, 2021 and ends on December 31, 2022.
3. I understand ORGANIZATION receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts and such documentation shall be produced to the County upon request and may be subject to audit by the State Auditor.

I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. And punishment under federal law.

| | |
|--------------|-----------|
| Printed Name | Signature |
| Title | Date |

Attachment C: Invoice Template

| Grantee Contact Information | |
|------------------------------------|--|
| Organization | |
| Program | |
| Contact Name | |
| Contact Phone Number | |
| Contact Email | |
| Award Amount | |

| Expense Type | |
|--------------|--|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL | |

| | |
|-------------------------------|-----------|
| Invoice Amount | \$ |
| Date Submitted to King County | |

Signature of Authorized Representative

Date

Authorized Representative Name