

ARPA GRANT AGREEMENT

THIS GRANT AGREEMENT (this “Agreement”) is made as of **DATE** (the “Effective Date”), by and between **ORGANIZATION**, an entity licensed in the State of Washington and based in Snohomish County, Washington (“Grantee”), and Community Foundation of Snohomish County, an entity licensed in the State of Washington and based in Snohomish County, Washington (“Grantor”). In consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Grantee agree as follows:

1. Term. This Agreement shall be effective upon execution and shall terminate on **June 30, 2025**.
2. Disbursement of Funds: Grantee understands and agrees that in receiving Grant Funds, the Grantor is relying upon Grantee’s representations, warranties, and agreements set forth in this Agreement and shall be contingent upon the Grantee’s signing this Agreement and providing completed W-9 and direct deposit information.

Funds will be disbursed through Direct Deposit or if requested via check. Disbursement of funds is contingent upon Grantee providing to Grantor:

- a. Signed Grant Agreement
- b. Signed and completed W-9
- c. Completed direct deposit information

3. Eligibility: The Grantee and Grantor agree on the eligibility category of the Grantee for the Grant Funds, by verification of the qualifying documentation as indicated by check mark(s) in the list below:

- Decreased revenue (e.g., from donations and fees) OR
Describe: _____
- Financial insecurity OR
Describe: _____
- Increased costs (e.g., uncompensated increases in service need) OR
Describe: _____
- Capacity to weather financial hardship OR
Describe: _____
- Challenges covering payroll, rent or mortgage, and other operating costs
Describe: _____

- Must be a 501(c)(3) organization who provide senior services.
- Must operate in and serve Snohomish County.
- Must have been in operation prior to the pandemic.
- Must demonstrate Grantee is in operation currently (in 2024).

4. Eligible Expenses. Grantee shall only use Grant Funds for eligible expenditures as described herein. No Grant Funds may be used to reimburse costs for which Grantee has

received any other funding, whether state, federal, or private in nature, for that same cost. The grant amount is **\$(Insert amount)** (“Grant Funds”). The Grantee may use the Grant Funds to mitigate financial hardship by paying for expenses such as, but not limited to, payroll and benefits costs, mortgage, rent, utilities and other operating costs.

5. Grantee Responsibilities: Grantee understands and agrees to comply with Section 603(c) of the Social Security Act, regulations as promulgated by the Department of Treasury (31 CFR Part 35) as amended; Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions promulgated by the U.S. Department of the Treasury, as amended; and Compliance and Reporting Guidance – State and Local Fiscal Recovery Funds as promulgated by the U.S. Department of the Treasury, as amended.
6. Indemnification: The Grantee shall indemnify, defend, and hold harmless the County and its officers, officials, agents and employees from all claims, suits, or actions of any nature arising out of or related to the activities of the Grantee, its officers, subcontractors, agents, or employees under this Agreement. The Grantee shall indemnify, defend, and hold harmless the Grantor and its officers, officials, agents and employees from all claims, suits, or actions of any nature arising out of or related to the activities of the Grantee, its officers, subcontractors, agents, or employees under this Agreement.
7. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.
8. Records and Access; Audit; Eligibility. The Grantee shall maintain adequate records to support award legitimacy. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Grantee. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Grantee which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by Snohomish County or Grantor with applicable laws. Use of Grant Funds under this Agreement, which are determined by audit to be ineligible for which payment has been made to the Grantee, shall be refunded to the County by the Grantee.
9. Publications. Any publication produced with Grant Funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number **SLFRP0194** awarded to Snohomish County by the U.S. Department of Treasury.”
10. Applicable Laws and Regulations. Grantee shall comply with existing applicable laws, ordinances, codes, regulations and policies of local, state and federal governments, as now or hereafter. Specific provisions applicable to the Grant Funds are attached as **Exhibit A: Provisions Applicable to Grant Funds**, by this reference incorporated herein.
11. Disclaimer. The United States has expressly disclaimed any and all responsibility or liability to Snohomish County or third persons for the actions of Snohomish County or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way

from the performance of this award or any other losses resulting in any way from the performance of the award of Federal funds to Snohomish County under section 603(c) of the Act, or any Agreement or subcontract under such award.

Snohomish County expressly disclaims any and all responsibility or liability to the Grantee or third persons for the actions of the Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from the performance of the Agreement, or any subcontract thereto.

The Agreement does not in any way establish an agency relationship between or among the United States, Snohomish County, and the Grantee.

12. False Statements. Grantee understands that making false statements or claims in connection with this Agreement may be a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal or county awards or contracts, and/or any other remedy available by law.
13. Debarment and Suspension Certification. Entities that are debarred, suspended, or proposed for debarment, by the U.S. Government are excluded from receiving federal funds. Grantee, by signature to this Agreement, certifies that Grantee is not currently debarred, suspended, or proposed for debarment, by any Federal department or agency. Grantee also agrees that it will not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. Grantee will notify the Grantor if it, or a subcontractor, is debarred, suspended, or proposed for debarment, by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.
14. Repayment of Funds; Recoupment. If Grantee has unspent Grant Funds on hand as of June 30, 2025, Grantee shall return all unspent Grant Funds to the Grantor (for return to Snohomish County) within ten (10) calendar days. If any Grant Funds provided to Grantee were used in a manner that is not consistent or allowable as outlined in this Agreement or in the authorities set forth in **Section 4. Eligible Expenses**, Grantee shall return Grant Funds to Grantor (for return to Snohomish County) in the amount determined to be ineligible. Grantee further agrees that it is financially responsible for and will repay the Grantor (for repayment to Snohomish County) any and all indicated amounts following an audit exception which occurs due to Grantee's failure, for any reason, to comply with the terms of this Agreement. This duty to repay the County shall not be diminished or extinguished by the termination of the Agreement.
15. Termination. Upon ten (10) days' notice, the Grantor may terminate this Agreement for convenience, in which case any unspent Grant Funds shall be immediately returned to the Grantor.
16. Public Records Act. Grantee agrees that receipt of public funds may mean that all records associated with this Agreement are public records under chapter 42.56 RCW. To the extent that records in the custody of the Grantee are needed by either Snohomish County or the Grantor to respond to a public records request, the Grantee agrees to make such records promptly available.

Neither Snohomish County nor the Grantor assumes any obligation on behalf of the Grantee to claim any exemption from disclosure under chapter 42.56 RCW. Neither Snohomish County nor the Grantor shall be liable to the Grantee for releasing records in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Grantee shall maintain adequate records to support receipt of Grant Funds and shall maintain those records for a period of seven (7) years after completion of this Agreement.