GRANT AGREEMENT
American Rescue Plan Act ("ARPA")

This Grant Agreement ("Agreement") is entered into by and between Lewis County, WA (the "County") and the *City of Vader* (the "Grantee") listed in the application attached hereto as Exhibit A (the "Grantee").

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act 17 (the Act) to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds). The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) in responding to the impact of COVID–19 and in their efforts to contain COVID–19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF)

WHEREAS, Lewis County is a recipient county of the American Rescue Plan Act of 2021 (H.R. 1319) which was signed into law on March 11, 2021; and

WHEREAS, it is in the best interest if Lewis County to work with local organizations and businesses to combat the COVID-19 pandemic, including the public health and economic impacts.

WHEREAS, the Grantee has submitted (and may in the future submit) to the County one or more applications for grants to be funded from the ARPA Grant (each application approved by the County and attached hereto from time to time in Exhibit A, an "Application"), and in reliance on the representations, certifications and warranties made by the Grantee herein and in the Applications, the County is (or will be) willing to provide one or more restricted grants in the Grant Amount identified in the applicable Application (each, a "Grant") to the Grantee on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the Grant evidenced by each Application, and to thereby become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I - REPRESENTATIONS OF THE GRANTEE

Recognizing that the County is relying hereon, the Grantee represents, as of the date of this Agreement, as follows:

(a) *Organization;* The Grantee has the authority to undertake and implement the use of Grant funds described in each Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);

(b) *Authority.* The Grantee has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of each Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Grantee that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Grantee executing this Agreement have all necessary power and authority to execute

this Agreement and to bind the Grantee to the terms and conditions herein.

(c) *No Litigation*. No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Grantee nor the title to office of any authorized representatives of the Grantee executing this Agreement, is being contested.

(d) *No Conflicts.* The authorization, execution, and delivery of this Agreement, and performance by the Grantee of each Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture, or other instrument to which the Grantee is a party or by which it or any of its properties is bound.

(e) *System for Award Management (SAM) Registration.* Grantee is registered with the SAM and has a valid Unique Entity Identifier (UEI).

(f) *Binding Agreement.* This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally.

(g) *Information Submitted.* All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.

(h) *Ratification*. By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, this Agreement and the Application(s) attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that an additional Application is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional Application).

ARTICLE II - THE GRANT

2.1 Grant Amount

The County agrees to make, and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, one or more Grants, in the Grant Amount(s) specified on the Application(s) attached as Exhibit A hereto. From and after the date hereof, the County may agree to make and the Grantee may agree to accept, on the terms and conditions stated herein, additional Grants pursuant to additional Applications in the Grant Amount stated in each such Application; in such event, additional Applications will be attached hereto on Exhibit A and shall become a part of this Agreement.

2.2 Project and Schedule

(a) *Grant Purpose.* Each Grant is being made solely to finance the project described in the applicable Application. The activities to be conducted and the funds available for the activities to occur are noted within Exhibit A and Exhibit B of this agreement.

(b) *Grant Expenditure Schedule*. The Grant will not pay any costs other than those incurred during the period from July 26th, 2022, to October 31, 2026. All Grant proceeds must be obligated by December 31, 2024 and fully expended as of October 31, 2026.

2.3 Grant Award Package

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).

(a) *Executed Grant Agreement.* The County shall receive a duly executed original of this Agreement.

(b) *Expiration of Offer*. Each Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date the Grantee was notified that the County had approved the applicable Application. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of any Grant.

ARTICLE III - AFFIRMATIVE COVENANTS

3.1 Use of Disbursements

The Grantee shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, and Exhibits included with this agreement subject to Article II hereof. The Grantee shall be responsible for compliance with, and shall comply in all material respects with, all applicable law and regulations, whether or not such law or regulations are expressly referenced herein.

3.2 Reporting and Compliance with Laws

The Grantee shall comply with all reporting requirements set forth in Schedule B hereto. In addition, the Grantee agrees that each Project shall be constructed or undertaken, and each Grant shall be expended in full compliance with all applicable provisions of federal, State and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Grantee covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.

3.3 Additional Project Funding

The Grantee shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Grantee will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project.

3.4 Recoupment and Costs

The Grantee acknowledges that it is responsible for compliance with this Agreement, the goals and objectives of the Grantee's application, and all State and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation, or to meet the goals or objectives of the Grantee's application may result in all or a portion of the Grant(s) becoming subject to recoupment. If one or more Grant is subject to recoupment, the County will notify the Grantee in writing and the Grantee shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, the Grantee shall be responsible for, and hereby agrees to promptly pay or reimburse the County for all costs incurred by the County, its employees, officers, and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.

3.5 Indemnification

To the fullest extent permitted by law, the Grantee agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Grantee to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims).

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Grantee hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Grantee to observe the covenants, conditions, and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Grantee under this Section. The obligations of the Grantee under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Grantee to indemnify any Indemnified Person.

3.6 SAM

The Grantee shall maintain an active SAM registration at all times while this Grant Agreement is in effect.

3.7 Drug Free Workplace Compliance

The Grantee shall ensure compliance with Government-wide Requirements for Drug-Free Workplace, as noted in 31 C.F.R. Part 20.

3.8 Recordkeeping.

The Grantee shall maintain accounts and records with respect to each Project and each Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). The Grantee shall keep and maintain all financial records and supporting documentation related to the Project and each Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. Wherever practicable, the Grantee shall collect, transmit, and store such records in open and machine-readable formats. The Grantee agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). The Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

The Grantee shall permit the County or any party designated by it upon reasonable prior notice to the Grantee to examine, visit and inspect each Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books, and records of the Grantee pertaining to each Project and/or each Grant.

3.9 Single-Audit

The Grantee acknowledges that by accepting the Grant it is a sub-recipient of federal financial assistance under the federal *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (the Uniform Guidance). The Grantee further acknowledges that to the extent it expends an aggregate of $750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under Uniform Guidance and its implementing regulations at 2 CFR Part 200, Subpart F.

3.10 Monitoring

The Grantee will be subject to ongoing monitoring as required by 2 CFR Part 200, Subpart D. This may include, but not be limited to, reviewing quarterly financial and performance reports, reviewing project budgets, on-site reviews, and review for noncompliance. Monitoring will ensure that the Grantee is meeting milestones to make certain that the project is being completed as planned. The Grantee is required to comply with all monitoring activities and required to meet deadlines.

ARTICLE IV - TERMINATION AND REMEDIES

4.1 Termination

(a) *Termination by the County.* The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:

(i) if the Grantee has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable State or federal law or regulation applicable to any Project and/or any Grant; or

(ii) if any representation or warranty made by the Grantee in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made; or.

(iii) if the Grantee is noncompliant due to severe programmatic or administrative issues, such as inability to deliver on objectives, or inability to submit information required for ongoing monitoring.

(iv) Termination of the grant agreement by the County for the reasons noted above shall be effective as of the date of the notification.

(b) *Termination for Public Convenience.* Either Party may terminate the grant agreement, in whole or in part, whenever the terminating Party determines, in its sole discretion, that such termination is in the interests of the terminating Party. Whenever the grant agreement is terminated in accordance with this paragraph, the non-terminating Party shall be entitled to payment for actual work performed at unit grant agreement prices for completed items of work. The terminating Party shall make a reasonable, equitable adjustment in the grant agreement price for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this grant agreement by Party at any time during the term for convenience, shall not constitute a breach of grant agreement by the terminating Party.

(c) *Effect of Termination.* Upon termination of this Agreement or any Grant, the Grantee shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Grantee, but in no event more than 60 days from the date of such termination.

(d) *Suspension of Performance and Resumption of Performance.* In the event of government closure, suspension, or limitation of funding in any way after the effective date of this grant agreement and prior to normal completion, Parties may give notice to the other Party to suspend performance as an alternative to termination. Parties may elect to give written notice to the other Party to suspend performance when the Party determines there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this grant agreement. Notice may include notice by facsimile or email to the grant agreement's Representative. The Parties shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each Party may inform the other of any conditions that may reasonably affect the potential for resumption of

performance. Notice may be contingent upon the occurrence or non-occurrence of a future event; e.g. the failure of the State of Washington to pass a budget by a date specified in the notice.
When the Parties determine that the funding insufficiency is resolved, the Parties may give written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, the Parties will give written notice to the other as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Parties give notice that they cannot resume performance, the Parties agree that the grant agreement will be terminated retroactive to the original date of suspension of performance.
If the funding issue is not resolved, the Parties may terminate the grant agreement under the "Termination for Convenience" clause.

4.2 Term

This Agreement shall remain in effect until one of the following events has occurred:

(a) The Grantee and the County replace this Agreement with another written agreement or amendment;

(b) All the Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or

(c) This Agreement has been terminated pursuant to the provisions of Section 4.1 hereof.

ARTICLE V - MISCELLANEOUS

5.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered:

(i) in the case of the County, to Lewis County:
Board of County Commissioners
351 NW North Street
Chehalis, WA 98565

(ii) in the case of the Grantee:

the address specified in the most recent Application;

or, as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

5.2 No Waiver

No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties, and obligations contained in this Agreement may be waived only by written agreement between the parties.

5.3 Governing Law

This Agreement shall be construed under, and governed by, the laws of the State of Washington. The Grantee agrees to bring any federal or State legal proceedings arising under this Agreement in which the County is a party in a court of competent jurisdiction within the State of Washington. This section shall not be construed to limit any other legal rights of the parties.

5.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee and the County and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.

5.5 Complete Agreement; Waivers and Amendments

All conditions, covenants, duties, and obligations contained in the Agreement may be amended only through a written amendment signed by the Grantee and the County unless otherwise specified in this Agreement. At the date of execution hereof, one or more grantee submitted application(s) are attached hereto as Exhibit A and made a part hereof. From time to time after the date hereof, the Grantee may apply for, and the Grantee may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall be attached to and become a part of this Agreement. The parties understand and agree that this Agreement and all Applications attached hereto from time to time, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

5.6 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

5.7 Schedules, Exhibits and Attachments; Counterparts; Electronic Signature

Each schedule, exhibit or other attachment hereto (including without limitation each Application attached or to be attached as referenced in Section 5.5 hereof) as Exhibit A and referred to herein is an integral part of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 and related state law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5.8 Further Assurances

Grantee agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

5.9 Third-Party Beneficiaries

This Agreement is exclusively between the County and the Grantee, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the

responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Grantee and the Indemnified Persons.

5.10 Public Records Law

Each Party will fulfill their independent obligations, separately, under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington). In the event one Party fails to fulfill its obligations pursuant to this section and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon the other Party for violation of the Public Records Act, the failing Party shall indemnify the other for that penalty, as well as for all costs and attorney fees incurred by the other Party in the litigation giving rise to such a penalty. The obligations created by this section shall survive the termination of this grant agreement.

5.11 Political Activity Prohibited

None of the funds provided under this grant agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or ballot measure. However, no person engaged to perform such services pursuant to this grant agreement shall be precluded from devoting income derived from such services to any lawful political activity, or to the support of a candidate for public office or of a ballot measure.

5.12 Right to Review

This grant agreement is subject to review by any federal or state auditor. The Parties or their designees shall have the right to review and monitor the financial and the grant representative deems service components of this grant agreement by whatever means expedient. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County or authorized agents or employees, inspection of all records or other materials which the Parties deem pertinent to the grant agreement and its performance, and any and all communications with or evaluations by service recipients under this grant agreement.

5.13 Insurance Coverage

Grantee shall comply with all provisions described in Exhibit C: Insurance Coverage, attached hereto.

5.14 Resolution of Conflicts

In the event of an inconsistency in this grant agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

Applicable federal and state statutes and regulations

Special terms and conditions

Exhibits

General terms and conditions

Any other provision of this grant agreement whether incorporated by reference or otherwise.

5.15 Disputes, Venue and Choice of Law

Both Parties agree that any disputes that arise under or relating to this grant agreement

that cannot be resolved to the satisfaction of both parties shall be submitted to mediation before either party starts litigation in any form. An impartial third party acceptable to both the County and the grantee will be appointed to mediate. Should the parties be unable to agree upon a mediator, then the dispute shall be mediated through the Washington Arbitration and Mediation Service, at its Tacoma office, and in accordance with the WAMS mediation rules. Each Party shall pay an equal percentage of the mediator's fees and expenses. Either Party may not use any funds received under this grant agreement to pay mediator's fees and expenses. The mediation shall be confidential in all respects, as allowed or required by law.

In the event that mediation does not resolve the dispute, the venue for any litigation arising under or relating to this grant agreement shall be in the courts of the State of Washington. This grant agreement shall be governed by the laws of the State of Washington, excepting only the choice of law rules of the State of Washington.

5.16 Recapture

In the event a Party fails to perform services specified in this grant agreement in accordance with state laws, federal laws, and/or the provisions of this grant agreement, the other Party reserves the right to recapture funds in an amount required to compensate the other Party for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the failing Party or refunds under this recapture provision shall occur within the timeframe specified by the other Party. In the alternative, the other Party may recapture such funds from payments due under this grant agreement.

5.17 Confidentiality

Both Parties or any employee, agent or representative of the Parties or any subcontractor shall maintain the confidentiality of all information provided or acquired by the Parties in performance of this grant agreement, except to comply with state and/or federal public access requirements, or upon prior written consent of the Attorneys for each Party or an order entered by a court after having acquired jurisdiction over the Parties. Each Party shall indemnify and hold harmless the other Party, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorney's fees, and costs resulting from a Party's breach of this provision.

5.18 Information System Security

Grantee shall protect and maintain all confidential information gained by reason of this contract against unauthorized use, access, disclosure, modification or loss. Personal and/or medical information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract or to fulfill state and/or federal public access requirements.

5.19 Protection of Personal Information

Grantee shall not use, publish, transfer, sell or otherwise disclose any confidential information gained by reason of this grant for any purpose that is not directly connected with the grantee's performance of the services contemplated hereunder except as provided by law. Upon request by the County or at the end of the grant term, or when no longer needed, grantee shall return the confidential information.

Nothing within this Section 5.19 shall preclude grantee from maintaining appropriate patient/client records and files in the ordinary course of grantee's business, and such records shall at all times be the responsibility of grantee to maintain in accordance with state and federal laws, including those noted within subsection 5.10 of this agreement.

5.20 Ethics/Conflicts of Interest

In performing under this grant agreement, both Parties will assure compliance with the Ethics in Public Service Act (Chapter 42.52 Revised Code of Washington), and any other applicable state or federal law related to ethics or conflicts of interest.

5.21 Grant Agreement Amendments

No amendment, modification or renewal shall be made to this grant agreement unless set forth in a written grant amendment, signed by all parties. Work under a grant amendment shall not proceed until all Parties duly executes the grant amendment.

5.22 Severability

If any term or condition of this grant agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications that can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this grant agreement are declared severable.

5.23 Conformance

If any provision of this grant agreement violates any statute or rule of law of the state of Washington or of the United States of America, it is considered modified to conform to that statute or rule of law.

5.24 Survival

The terms and conditions contained in this grant agreement will survive the completion, cancellation, termination or expiration of the grant agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be duly executed as of the latest date set forth below.

PRIME RECIPIENT:

LEWIS COUNTY, WA

Signature: _____

Name: _____

Title: _____

Date: _____

GRANTEE (as applicable)

NAME OF GRANTEE: City of Vader

Signature: Joe Schey

Name: Joe Schey

Title: Mayor

Date: 9/27/2022

Additional Documents :

Schedule A - Reporting Requirements

Exhibit A – Copy of Approved Grantee Application

Exhibit B – Project Metrics & Milestones, and Budget Worksheet

Exhibit C – Required Insurance Documentation

Attachment 1 – Receipt of Subrecipient Monitoring Handbook Acknowledgement

SCHEDULE A

Reporting Requirements

Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event with five business days of the occurrence thereof) to the County:

(a) The inclusion of the Grantee, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any State or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.

(b) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of State or federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

(c) Grantees must notify the County in the event of a project change and/or modification that impacts the objectives in their application.

On Demand Reporting

The Grantee shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

Scheduled Reporting

(a) Quarterly Reporting. The Grantee shall provide quarterly reports as of the end of each fiscal quarter. Such reports shall be delivered to the County not later than the fifteenth (15) day following the end of each fiscal quarter (i.e., January 15, April 15, July 15 and October 15) and shall contain:

a. The status of each Project (not started, in process, completed);

b. The amount of each Grant spent on the applicable Project during the quarter;

c. The cumulative total amount of each Grant funds spent on the applicable Project since inception;

d. The amount, if any, of each Grant that has been obligated for spending on the applicable Project that have not yet been expended;

e. A certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Grantee is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti- discrimination laws (or a has delivered to the County in writing a full accounting of all instances on noncompliance); and

f. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s)

(b) Closeout Reporting. The Grantee shall provide a final closeout report after the final

expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 30 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents. All unspent funds will be included in the closeout report. Any unspent funds remaining at the end of the grant period will be returned to the County.

EXHIBIT A

If applicable, copies of the grantee's approved application for funding, and copies of all grant guidelines and award terms and conditions.

EXHIBIT B

Project Metrics & Milestones, and Budget Worksheet

(Attach Project & Budget Worksheet Document)

EXHIBIT C

Required Insurance Documentation

Attachment 1

Receipt of Subrecipient Monitoring Handbook Acknowledgement