

## **CITY OF SEDRO-WOOLLEY COMMUNITY DEVELOPMENT GRANT AGREEMENT**

This agreement is made effective as of     (enter the date)     by and between the City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA, a municipal corporation of the State of Washington and (enter your business/nonprofit's legal name), a corporation of the State of Washington.

In this Agreement, the party who is contracting to receive services shall be referred to as "The City", and the party who will be providing the services shall be referred to as "The Organization."

The City of Sedro-Woolley entered into an agreement with the United States Department of Treasury titled U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund, ALN 21.027, referred to as the American Rescue Plan Act (ARPA). The City considers The Organization a contractor, not a subrecipient.

The City desires to have beautification services provided by The Organization through the completion of a community development grant project by The Organization. The City Council established the Community Development Grant Program through Resolution 1117-23 (Attachment D).

Community development grant funding (Grant Program Scope of Work, Attachment A) provided by The City, through the American Rescue Plan Act (ARPA), will assist in helping to beautify Sedro-Woolley through the visible improvement activities of business and nonprofit recipients, stimulating additional investment that improves the economy of Sedro-Woolley.

The Organization must have a visible physical presence in the community where improvements will be made, have applied through the City's Community Development Grant Program (The Organization's Grant Application, Attachment B) to complete a project that will help beautify The City, and met all the standards for funding (The Organization's Review Sheet, Attachment C).

Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** In consideration of the payment of the funds identified in Paragraph Four of this agreement, The Organization will provide the following services (collectively the "Services"):

See Attachment B. The Organization's Grant Application

When the funds have been expended, The Organization will submit to The City a written report and invoice within 30 days detailing the expenditures. In the case of a total project exceeding \$20,000 in grant funds and matching funds combined, The Organization may furnish The City a report once the overall project is at 50% completion and receive reimbursement for the grant eligible portion of the project.

2. PERFORMANCE OF SERVICES. The manner in which the services are to be performed should be in a timely manner and to a good standard, and shall be determined by The Organization, consistent with The Organization's grant application (Attachment B).
3. EQUAL OPPORTUNITY. In selecting vendors, The Organization shall not discriminate against anyone on the basis of sex, race, religion, national origin or any other protected class.
4. PAYMENT. The City will pay The Organization \$(enter amount) for services provided by Organization. This fee shall be payable in a lump sum on a reimbursement basis after completion of services performed in accordance with this agreement, with the exception of projects over a total of \$20,000 listed in section 1. Total funds paid by The City will not exceed \$10,000 for a business or \$5,000 for a nonprofit.
5. TERMINATION. This Agreement shall terminate automatically on December 31, 2024.
6. REQUIRED PERMITS. The Organization will acquire any permits required to do the work planned in their application.
7. SUSPENSION AND DEBARMENT. By signing this agreement, The Organization certifies that it is not federally suspended or debarred, recognizing that federal suspension or debarment will make The Organization ineligible to receive funding from The City.
8. RELATIONSHIP OF PARTIES. The parties understand that The Organization is an independent contractor with respect to The City.
9. INDEMNIFICATION. To the maximum extent permitted by law the Grantee shall indemnify and hold harmless the City, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the Project. In addition, the Contractor shall assume the defense of the City, its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to the Project and shall pay all

defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the City on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the City and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the City and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the City or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the terms "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

10. **INSURANCE.** By requiring the minimum insurance coverage set forth in this Section 10, the City shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition.

11. **ASSIGNMENT.** The Organization's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation.

12. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

City:

Kelly Kohnken  
City Clerk/Finance Director  
CITY OF SEDRO-WOOLLEY  
325 Metcalf Street  
Sedro-Woolley, 98284  
360-855-1661

Organization:

[business or nonprofit organization name]  
[address]  
[City, State, Zip]  
[Phone number]

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
13. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
14. COMPLIANCE WITH PUBLIC RECORDS LAW. The Organization understands that, except for disclosures prohibited in this contract, The City must disclose to the public upon request any records it receives from The Organization. The Organization further understands that any records obtained or generated by Organization under this contract, except for records that are confidential under this contract, may, under certain circumstances, be open to the public upon request under the Washington Public Records Act, RCW 42.56. The Organization agrees to contact The City immediately upon receiving a request for documents under the Public Records Act and to comply with The City's instructions on how to respond to the request.
15. CITY AUDIT. All records, regardless of physical form, and the accounting practices and procedures of The Organization relevant to this contract are subject to examination

by the City or the City's designee. The Organization must maintain all such records for at least three years following completion of this contract.

16. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

CITY Of SEDRO-WOOLLEY

Business or non/profit organization's name

\_\_\_\_\_  
Julia Johnson, Mayor

\_\_\_\_\_, Registered Agent  
Federal Tax Status: \_\_\_\_\_  
Secretary of State Registration # \_\_\_\_\_  
Federal Tax ID \_\_\_\_\_

ATTEST:

BUILDING OWNER (if rented space will be improved)

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nikki Thompson, City Attorney