GRANT AGREEMENT BETWEEN THE CITY OF ELLENSBURG AND KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT

THIS AGREEMENT, dated this ____ day of _____, 2016, is entered into between the City of Ellensburg ("City"), a municipal corporation, and Kittitas County Public Health Department ("Grantee"), for the purpose of providing monetary assistance to Grantee to aid in the support of facilitating a local childhood safety coalition.

WHEREAS, Kittitas County Public Health Department submitted application to the Community Grants program for the purpose of aiding in the support of facilitating a local childhood safety coalition in Kittitas County, and

WHEREAS, the Kittitas County Public Health Department application was evaluated by a committee of the Ellensburg City Council and selected for partial funding based upon the rating criteria used by the committee.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and the Grantee mutually agree as follows:

Scope of Work: Grantee shall provide the project scope of work described in the funding request application ("Grant Application") that was submitted on August 30, 2016. Grantee will continue to administer the childhood safety coalition throughout 2017.

In consideration of the services and assistance provided by Grantee in the city of Ellensburg related to facilitating a childhood safety coalition, the City will pay Grantee the sum of two thousand, five hundred dollars ($2,500.00) to be expended in support of the childhood safety programs during 2017, specifically to support facilitating a childhood safety coalition in Kittitas County.

Grantee shall, by **August 15, 2017,** provide the City Manager with a written report which includes an itemization of its overall program revenues and expenditures (year to date), an accounting of the expenditure of funds paid or to be paid under the terms of this agreement, as well as the number of clients served and a numerical breakdown of city and county residents who are provided services by Kittitas County Public Health Department.

Grantee shall procure and maintain for the duration of this agreement, liability insurance against claims for injuries to persons or damage to property which may arise from or in connection with Grantee's services and shall, upon the City's request, provide proof of such insurance to the City Clerk.

Grantee shall indemnify, defend and hold harmless the City of Ellensburg, and its officers, agents and employees from and against any and all claims, actions, suits at law or equity, liability, loss, costs, expenses or damages of any nature or kind whatsoever (including but not limited to reasonable attorneys' fees and litigation costs), brought against the City of Ellensburg, its officers, agents and/or employees, arising out of, or in connection with, or incident to, the execution of this agreement and/or the performance or failure to perform any aspect of this agreement, except for any claims

arising from the sole negligence of the City of Ellensburg, its officers, agents or employees.

Grantee agrees to maintain books, records and documents using accounting procedures which accurately reflect all payments received and expenditures made related to the performance of services under this agreement. Grantee's fiscal management system shall include the capability to provide accurate and complete disclosure of all such payments and expenditures, and upon reasonable notice, the City may examine Grantee's books and records to verify the accuracy of same.

No agent, employee or representative of Grantee shall be deemed to be an agent, employee or representative of the City for any purpose. In its performance of services hereunder, Grantee is an independent contractor with the authority to control and direct the performance of the details of the services.

The City may, by written notice thereof to Grantee, terminate this Agreement as to all or any portion of the services not then performed, whether or not Grantee is in breach or default. In the event the City terminates the services of the Grantee being funded by Agreement, the Grantee is obligated and hereby agrees to repay to the City all monies paid for such services not yet rendered by the Grantee as of the date of the notice of termination.

This agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party.

Grantee, in its performance of this agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

This agreement is the complete expression of the terms herein and any oral representations or understandings not incorporated herein are excluded. This agreement may be amended only through mutual written agreement of the parties.

The exclusive venue for any action brought to enforce this Agreement or any of its terms shall be in Kittitas County, State of Washington.

(NAME OF GRANTEE), GRANTEE	THE CITY OF ELLENSBURG
By. _____	By:_____ John Akers, City Manager
Print name: _____	Approved as to form: _____
Title:_____	City Attorney