

**SNOHOMISH COUNTY WEATHERIZATION ASSISTANCE PROGRAM  
HOMEOWNER-COUNTY GRANT AGREEMENT**

THIS GRANT AGREEMENT (the "Agreement") is made and entered into on [Insert Effective Date] (the "Effective Date") by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and [Insert Homeowner Name] (the "Homeowner").

**NOW THEREFORE**, in consideration of the mutual benefits and covenants contained herein, the Homeowner and County (each a "Party" and jointly referred to as "the Parties") agree as follows:

**1 PURPOSE**

The purpose of this Agreement is to commit grant funding ("Grant Funds") towards eligible Weatherization repairs, to define project scope, and, if applicable, to commit Landlord contributions to any costs identified to supplement the Grant Funds.

**2 GRANT ELIGIBILITY**

2.1. Based upon information reported to the County by the undersigned Homeowner, the County has determined that the Homeowner at [Insert Property Address] (the "Property") is eligible for participation in the Weatherization Assistance Program.

2.2. The County shall pay Grant Funds, on the Homeowner's behalf, to the selected contractor for eligible expenditures as described herein. No Grant Funds will be used to pay for costs for which the Homeowner has received any other funding, whether state, federal, or private in nature, for that same cost.

2.3. The Grant Funds are to be used to pay the cost of installation of Weatherization repairs, and primary heating system repair or replacement.

**3 APPROVED WORK AND GRANT AWARD**

3.1. The approved Work associated with Grant Funds is shown in Exhibit A: Approved Scope of Work (the "Work"), which is attached hereto and by this reference incorporated herein.

3.2. The amount of the awarded Grant Funds is not to exceed approved Scope of Work and any County approved change orders

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Changes in project scope and cost must be approved by the County prior to commencing.

**4 HOMEOWNER’S OBLIGATIONS**

4.1 Homeowner must execute the County-provided Snohomish County Weatherization Assistance Program Homeowner-Contractor Agreement with the selected contractor, a copy of which will be provided to all parties once the agreement is fully executed.

4.2 Homeowner shall comply with the Terms and Conditions attached hereto and incorporated by this reference as Exhibit B.

**5 COUNTY DISBURSEMENT OF GRANT FUNDS AND INSPECTION**

5.1 The County shall disburse Grant Funds, on the Homeowner’s behalf, to the contractor upon receipt of the following from the Homeowner and/or the contractor:

5.1.1 Signed Snohomish County Weatherization Assistance Program Homeowner-Contractor Agreement

5.1.2 Signed Snohomish County Weatherization Assistance Program Homeowner-County Grant Agreement

5.1.3 Current W-9 for Contractor

5.1.4 Completed direct deposit information from Contractor (if preferred over check)

5.1.5 Written verification that the Washington State Department of Labor & Industries has approved and released the contractor’s Affidavit of Wages Paid

5.1.6 Work proposal with quote from Contractor

5.1.7 Invoice from Contractor for completed Work

5.1.8 Project Completion Form signed by Homeowner and Contractor (this will be provided by the County after installation is complete and approved)

**6 HOMEOWNER PROJECT SCOPE UNDERSTANDING**

By initialing below, Homeowner acknowledges and understands the following:

6.1\_\_\_ I acknowledge and understand that I may be responsible for the cost of any work completed that is not approved by the County.

6.2\_\_\_ I acknowledge and understand that the Project Scope of Work is determined by the Snohomish County Weatherization Assistance Program and set forth in Exhibit A Snohomish County Weatherization Assistance Program Homeowner-Contractor Agreement.

6.3\_\_\_ I acknowledge and understand that disbursement of Grant Funds is contingent upon County inspection and verification of contractor’s compliance with the Snohomish County Weatherization Assistance Program Homeowner-Contractor Agreement – and all applicable federal, state and local building codes.

6.4\_\_\_\_ I acknowledge and understand that the County is not the contractor and that the County makes no representations or warranties as to the contractor's ability to complete the Work to Homeowner's satisfaction or pursuant to the terms of the Snohomish County Weatherization Assistance Program Homeowner-Contractor Agreement.

## **7 PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Homeowner are needed for the County to respond to a request under the Act, as determined by the County, the Homeowner agrees to make them promptly available to the County. If the Homeowner considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Homeowner shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Homeowner and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Homeowner (a) of the request and (b) of the date that such information will be released to the requester unless the Homeowner obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Homeowner fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Homeowner to claim any exemption from disclosure under the Act. The County shall not be liable to the Homeowner for releasing records not clearly identified by the Homeowner as confidential or proprietary. The County shall not be liable to the Homeowner for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

## **8 MAINTENANCE OF AND ACCESS TO RECORDS**

8.1 Homeowner shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the American Rescue Plan Act of 2021, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

8.2 The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right to access records (electronic and otherwise) of Homeowner in order to conduct audits or other investigations.

8.3 Records shall be maintained by Homeowner for a period of six (6) years after all funds have been expended or returned to Treasury, whichever is later.

**9 AGREEMENT**

I have read and understood the information above. I agree to the terms of this Agreement. I understand this agreement is not valid, unless and until all authorized parties have signed.

\_\_\_\_\_

HOMEOWNER Name(s)

\_\_\_\_\_

HOMEOWNER Signature(s)

\_\_\_\_\_

Date

\_\_\_\_\_

SNOHOMISH COUNTY Signature

\_\_\_\_\_

Date

**EXHIBIT A**  
**PROJECT SCOPE(S) OF WORK**

**EXHIBIT B  
TERMS AND CONDITIONS**

**1 PARTY RESPONSIBILITIES**

Homeowner 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.

## **2 PUBLICATIONS**

The Agency agrees not to publish or use any advertising or publicity materials in which the state of Washington or Commerce's name is mentioned, or language used from which the connection with the state of Washington's or Commerce's name may reasonably be inferred or implied, without the prior written consent of Commerce.

## **3 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 Homeowner or third persons for the actions of the Homeowner 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 Homeowner.

## **4 REPAYMENT OF FUNDS; RECOUPMENT**

If Contractor has unspent grant proceeds on hand at the completion of the project, Contractor shall return all unspent grant proceeds to Snohomish County within ten (10) calendar days. Homeowner agrees that they are financially responsible for and will repay Snohomish County any and all indicated amounts following an audit exception which occurs due to Homeowner'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.

## **5 FEDERAL REGULATIONS**

- 5.1 Governmentwide Requirement for Drug-Free Workplace, 31 CFR Part 20.
- 5.2 New Restrictions on Lobbying, 31 CFR Part 21.
- 5.4 All applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671) and the Federal Water Pollution Control Act (33 USC §§ 1251-1387) as amended.
- 5.5 Hatch Act (5 USC §1501 and §§ 7324-7328), which limits certain political activities of federal employees as well as certain other employees who work with federal funding programs.

## **6 PROTECTION FOR WHISTLEBLOWERS**

6.1 In accordance with 41 USC § 4712, Homeowner may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an agreement) or grant.

6.2 The list of persons and entities referenced in the paragraph above includes the following:

- 6.2.1 A member of Congress or a representative of a committee of Congress;
- 6.2.2 An Inspector General;
- 6.2.3 The Government Accountability Office;
- 6.2.4 A Treasury employee responsible for agreement or grant oversight or management;
- 6.2.5 An authorized official of the Department of Justice or other law enforcement agency;
- 6.2.6 A court or grand jury; or
- 6.2.7 A management official or other employee of Homeowner or its subcontractors who has the responsibility to investigate, discover, or

address misconduct.

6.3 Homeowner shall inform its employees in writing of the rights and remedies provided under this subsection, in the predominant native language of the workforce.

## **7 INCREASING SEAT BELT USE IN THE UNITED STATES**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Homeowner is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

## **8 REDUCING TEXT MESSAGING WHILE DRIVING**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Homeowner is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

## **9 NONDISCRIMINATION**

The Homeowner shall comply with the following statutes and regulations prohibiting discrimination:

- a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the grounds of race, color, or national origin under program or activities receiving federal financial assistance. By execution of this Agreement, Homeowner certifies:

*Homeowner shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

- b. The Fair Housing Act, Title VII-IX of the Civil Rights Act of 1968 (42 USC § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;



- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis or age in programs or activities receiving federal financial assistance; and
- e. The American with Disabilities Act of 1990, as amended (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.