

CHAMPION LOCAL MICROGRANT

Grant Agreement

Agreement Number: \_\_\_\_\_

Grant Program Manager: Queen Anne Farmers Market (QAFM)

1. Grantee: \_\_\_\_\_

2. Grantee Doing Business As (optional): \_\_\_\_\_

3. Grantee Representative: \_\_\_\_\_

4. Grant Program Manager Representative (QAFM): \_\_\_\_\_

5. Grant Amount: \$\_\_\_\_\_

6. Grant Start Date: \_\_\_\_\_

7. Grant End Date: \_\_\_\_\_

8. Tax ID #: \_\_\_\_\_

9. (Other ID #, as needed): \_\_\_\_\_

10. Grant Purpose:

The purpose of the Championing Local Microgrant program is for QAFM to contribute to making on-farm, at-market, and kitchen improvements to increase production, capacity, and/or expand vendor market offerings for QAFM customers.; this may include equipment, facilities, distribution, marketing, or other activities as described in the Project Description (Attachment A).

QAFM and Grantee agree to the following terms set forth in this AGREEMENT FACE SHEET; the TERMS AND CONDITIONS below; ATTACHMENT A: Project Description and Budget Detail (including any modifications approved by QAFM); and any guidelines or policies incorporated by reference. This Agreement governs the rights and obligations of both parties. The Grantee must repay any portion of funds expended for a purpose not in compliance with this Agreement.

FOR THE GRANTEE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FOR QUEEN ANNE FARMERS MARKET (Grant Program Manager)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

### 1. DEFINITIONS

“Agreement” means this Agreement between QAFM and Grantee.

“Project” means the expenses and activities described in ATTACHMENT A: Project Description and Budget Detail, including any modifications made by QAFM to the original project proposal.

“Approved Cost Items” means accepted budget line items in the Project Budget described in Attachment A. Any budget line item that QAFM crosses out or marks unacceptable is NOT an Approved Cost Item.

“Grant Amount” means the total funding available under this Agreement, as set forth above.

“Grantee” means the entity identified above, including all employees and agents.

“Ineligible Expenses” means expenses not eligible or not allowed under this Agreement — e.g., any item that QAFM disallowed, costs exceeding the grant amount, costs incurred outside the performance period, costs covered by other funding, or costs that violate any applicable law, regulation, or policy.

### 2. GRANT MANAGEMENT

Each party shall designate an Agreement Manager responsible for communications and billings regarding the performance of this Agreement. Either party will notify the other of

any change in administrators. Email (or other agreed-upon written method) shall suffice for written notices unless otherwise specified.

### 3. AUTHORITY AND PURPOSE

This grant is awarded by QAFM under authority provided by the Building Community Micro Grant Program. The Grantee must perform in accordance with this Agreement and all applicable federal, state, and local laws, regulations, rules, guidance, and ordinances, as incorporated by reference.

### 4. PROJECT

The Grantee must use funding solely for the Approved Cost Items and work described in Attachment A — the Project Description and Budget Detail.

### 5. FUNDING

The Grantee is eligible for funding for Approved Cost Items, up to the Grant Amount. QAFM will make payments on as a direct payment. Proper submission of expenses and documentation (e.g. receipts, paid invoices, paid checks, or contractor invoices are required in the form of a Project Outcomes Report

### 6. APPLICABLE LICENSING, PERMITTING, OR INSPECTION

The Grantee is solely responsible for meeting any applicable licensing, permitting, or inspection requirements before operating or implementing the Project.

### 7. PERIOD OF PERFORMANCE

The period of performance is between the Grant Start Date and Grant End Date shown above.

### 8. ALLOWABLE AND DISALLOWED COSTS

Allowable costs are those described in Attachment A and approved by QAFM, provided documentation and expense reports meet QAFM's requirements.

Disallowed costs include — but are not limited to — expenses exceeding the Grant Amount, line-item overruns beyond an approved threshold (unless prior written approval is obtained), expenses incurred outside the period of performance, expenses covered by other government or insurance funding, or expenses that violate applicable laws, regulations, or policies.

Grantee is liable for repayment of any disallowed expenses.

## 9. MODIFICATION

The Parties may modify or amend the Agreement by prior mutual consent. No modifications are binding unless in writing and signed by both parties.

QAFM may, at its discretion, approve Grantee-requested adjustments to Approved Cost Items without formally amending this Agreement, provided adjustments maintain the Project's feasibility, impact, and benefit, and do not affect the total award amount.

Such adjustments are not effective unless the Grantee requests and receives prior written approval from the QAFM Agreement Manager.

## 10. PAYMENT PROCEDURES

Grantee must Project Outcomes Report using forms provided by QAFM, supported by appropriate documentation (receipts, paid invoices/checks, photos and/or contractor invoices).

QAFM may demand reimbursement if documentation is insufficient or project is not completed.

QAFM will pay approved reimbursement requests within 15 business days of grant award.

Grantee must submit the Project Outcome Report within 10 days after the Grant End Date.

## 11. RETENTION OF EQUIPMENT AND IMPROVEMENTS

Title to equipment and improvements purchased with grant funds vests in the Grantee.

Equipment must remain in use for the intended purpose for at least 3 years after the end of the agreement period.

Any improvements to facilities owned or leased by the Grantee must remain under the Grantee's control and be used as intended for at least 3 years after the end date.

QAFM may waive this retention requirement in cases of hardship at its sole discretion.

If equipment or improvements are not retained in accordance with this clause, the Grantee must repay the portion of funds used. QAFM may prorate repayment.

## 12. PROCUREMENT

All procurement must be conducted in a manner to provide, to the extent practical, open and free competition. Grantee should make affirmative efforts to include small, minority-owned, and women-owned businesses when possible.

## 13. PROJECT REPORTING

Grantee must complete Project Outcomes Report due no later than 10 days after the Grant End Date.

The Final Report must be signed by an official of the Grantee with authority to bind the Grantee.

## 14. PUBLICITY AND ACKNOWLEDGEMENT

The Grantee shall acknowledge QAFM's support through the Building Community Micro Grant whenever a project funded by this Agreement is publicized (press release, social media, brochures, signage, etc.).

Promotional materials should include a statement such as: "This project was funded in part by the Building Community Micro Grant from Queen Anne Farmers Market."

If QAFM has a logo for the program and the Grantee chooses to use it, the Grantee must request it formally from QAFM.

## 15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

## 16. SITE VISIT AND EVALUATION

QAFM may conduct a site visit at any time during the grant agreement and will provide ten-day notice. To the extent possible, all site visits will be scheduled on mutually acceptable dates.

Grantee must provide access to facilities, records, books, documents, and other project-related materials for evaluation or audit.

## 17. COMPLIANCE ENFORCEMENT ACTIONS

If Grantee fails to comply with the Agreement terms (invoicing, reporting, use of funds, record-keeping, etc.), QAFM may:

- (a) Suspend or terminate the Agreement; and/or
- (b) Recapture funds already disbursed.

QAFM will provide written notice and give the Grantee 20 days to correct non-compliance before enforcement, except in cases of repeated or material non-compliance.

## 18. RECAPTURE OF FUNDS

If it is discovered that Grantee received reimbursement for disallowed expenditures — or fails to maintain adequate records — QAFM may require repayment within 30 days.

## 19. INSURANCE

Grantee must maintain adequate liability insurance (e.g., Commercial General Liability) to cover legal liability arising from activities funded under this Agreement. If activities involve vehicle use, automobile liability insurance is also required. Proof of insurance may be required at time of award.

## 20. RECORDS MAINTENANCE & AUDIT RIGHTS

Grantee shall maintain books, records, documents, and other evidence relating to this Agreement and performance of the Project, including accounting and expenditures.

Such records must be adequate to demonstrate compliance with this Agreement.

These records shall be retained for at least six (6) years following final payment. If any audit, claim, or litigation involving the funds arises, records must be retained until resolution.

QAFM and any authorized auditors (state, federal, or third-party) shall have full access to examine and audit these records at no cost to QAFM.

## 21. INDEPENDENT CAPACITY

The Grantee and its employees or agents are not employees or agents of QAFM. They will not claim any privileges or benefits that accrue to QAFM employees. The Grantee has full control over the conduct and performance of the work under this Agreement.

## 22. ASSIGNMENT

The Grantee shall not assign this Agreement, in whole or in part, without QAFM's prior written consent.

## 23. TAXES

The Grantee is responsible for payment of all taxes due on payments made under this Agreement, including payroll taxes, unemployment, insurance, and any other contributions or obligations.

## 24. TERMINATION OR SUSPENSION PRIOR TO GRANT END DATE

- (a) For Convenience: QAFM may terminate the grant, in whole or in part, by giving 10 business days' written notice. QAFM will be liable only for payments for services or goods delivered before the effective date of termination.
- (b) For Cause: If QAFM determines the Grantee has failed to comply with the Agreement and fails to cure within 20 calendar days after notice, QAFM may suspend or terminate the Agreement and seek recapture of funds.
- (c) Loss of Funding or Other External Changes: If funding is withdrawn or reduced, QAFM may suspend or terminate the Agreement, or renegotiate terms to reflect new funding limitations.

## 25. CONFLICT OF INTEREST

Grantee must avoid conflicts of interest, including self-dealing, nepotism, or contracting with family members or entities with conflicts. QAFM may terminate the agreement if it determines a conflict of interest or violation of applicable ethics laws or policies.

## 26. DISCLAIMER OF LIABILITY / ATTORNEYS' FEES

In the event of litigation or actions to enforce this Agreement, each party bears its own attorney fees and costs.

## 27. WAIVER

Failure by either party to insist on strict performance of any provision shall not constitute a waiver of future enforcement. Any waiver must be in writing, signed by an authorized representative of the party granting the waiver.

## 28. SEVERABILITY

If any term or provision is determined to be invalid or unenforceable, the remainder of the Agreement remains in full force and effect.

## 29. SURVIVAL

Provisions intended to survive completion or termination — such as Project Reporting, Site Visits, Recapture, Records Maintenance, Indemnification, Audit Rights, and other relevant clauses — will remain in effect as specified.

## 30. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington (or relevant jurisdiction, if different). Any disputes arising under this Agreement shall be resolved in the courts located in King County, Washington, consistent with applicable local laws.

## 31. NONDISCRIMINATION

Grantee must comply with all applicable federal, state, and local nondiscrimination laws and regulations, including but not limited to those prohibiting discrimination on the basis of race, color, national origin, sex, disability, or other protected categories.

### **32. INDEMNIFICATION**

To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless QAFM from and against all claims for injuries or death arising out of or resulting from the performance of the Agreement. Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantees' agents, employees, representatives, or any subcontractor or its employees. Grantee expressly agrees to indemnify, defend, and hold harmless QAFM for any claim arising out of or incident to Grantee's or any subcontractor's performance or failure to perform the Agreement.

### **32. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

### **ATTACHMENT A**

#### **STATEMENT OF WORK**

**[Project Description]**

**[Budget Detail]**