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HUMAN SERVICES DEPARTMENT
CONTRACTS DIVISION

Snohomish County Human Services

3000 Rockefeller Avenue, M/S 305 | Everett, WA 98201
(425) 388-7200



CONTRACT SPECIFICS	Contract Number:	PE-23-AR-01-198		Maximum Contract Amount:	\$187,500
	Title of Project / Service:	Downtown Everett Enhanced Services			
	Start Date:	07/01/2023	End Date:	06/30/2024	Status Determination:
CONTRACTING ORGANIZATION	Agency Name:	City of Everett			
	Address:	2930 Wetmore Ave., Suite 10-A			
	City, State & Zip:	Everett	IRS Tax No. / EIN:	91-6001248	
	Contact Person:	Cassie Franklin	Unique Entity Identifier:	C1HRGLALTFU9	
	Telephone:	425-257-7119	Email Address:	cfranklin@everettwa.gov	
FUNDING SPECIFICS	Funding Authority:	U.S. Department of the Treasury			
	ALN* No. & Title:	21.027 Coronavirus State and Local Fiscal Recovery Funds			
	Funding Specifics:	American Rescue Plan Act of 2021, PL-117-2, sec. 9901			
	Federal Agency:	U.S. Treasury	Federal Award ID No:	21.027	Federal Award Date:
COUNTY	Program Division	Contact Person	Contact Email	Contact Phone	
	Administration	Nate Marti	nathan.marti@snoco.org	425-388-7431	

Additional terms of this Contract are set out in and governed by the following, which are incorporated herein by reference:

Basic Terms and Conditions HSD-2018- 101-198, maintained on file at the Human Services Department:

Business Associate Agreement BAA-2018- 101-198, maintained on file at the Human Services Department:

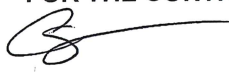
Specific Terms and Conditions	Attached as Exhibit A	Civil Rights Assurances Certificate	Attached as Exhibit E
Statement of Work/Project Description	Attached as Exhibit B	Invoice with ARPA Certification	Attached as Exhibit F
Approved Contract Budget	Attached as Exhibit C		
Certification Re Lobbying	Attached as Exhibit D		


In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) Specific Terms and Conditions, (c) Basic Terms and Conditions, (d) Business Associate Agreement, (e) other attachments incorporated by reference, and (f) other documents incorporated by reference.

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS AGENCY), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE AGENCY IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS. *ALN is the Assistance Listing Number formerly known as CFDA number for federal funding.

FOR THE CONTRACTING ORGANIZATION:

FOR SNOHOMISH COUNTY:


(Signature) _____ (Date) 09/05/2023
Mayor
(Title)


Mary Jane Brell Vujovic, Director
Department of Human Services
(Date) 9/6/2023

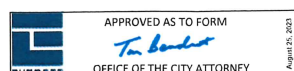
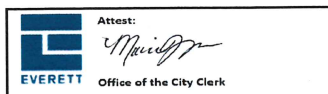


EXHIBIT A

SPECIFIC TERMS AND CONDITIONS

DOWNTOWN EVERETT ENHANCED SERVICES

The County has appropriated funds from its portion of Coronavirus Local Fiscal Recovery Funds ("CLFR") pursuant to the American Rescue Plan Act (ARPA), PL 117-2, section 9901, codified at 42 USC Section 802 *et seq.* to be used to pay for Downtown Everett Enhanced Services as set forth in Exhibit B of the Agreement. These CLFR Terms and Conditions apply to the Agency's provision of the Downtown Everett Enhanced Services project for which the County has agreed to pay an amount not to exceed the amount shown as the Maximum Contract Amount on the Face Sheet. In case of conflict between these CLFR Terms and Conditions and the Agreement, the following order of priority shall be used: (1) CLFR Terms and Conditions, (2) Other Terms and Conditions governing funding under this Agreement, and (2) Exhibit B of this Agreement.

Prior to execution of and receipt of payment under this Agreement, the Agency shall provide the County the following documents completed to the County's satisfaction:

- Statement of Work in the form attached hereto as Exhibit B.
- Contract Budget in the form attached hereto as Exhibit C.
- Certification Regarding Lobbying including Lobbying Disclosure Form in the form attached hereto as Exhibit D.
- Civil Rights Assurances Certification in the form attached hereto as Exhibit E.
- Invoice with Agency Certification in the form attached hereto as Exhibit F.

I. TERMS AND CONDITIONS

Agency 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. The Agency shall also comply with regulatory requirements under the Uniform Guidance at 2 CFR Part 200.

A. Compliance with Specific Laws, Regulations, and Agreements

The Agency also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Agency shall require compliance of the same in any contract it enters into with other parties relating to this Agreement. Federal regulations applicable to the funding provided in this Agreement include, without limitation, the following:

1. 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation, including, Subpart A (Acronyms and Definitions), Subpart B (General Provisions), Subpart C (Pre-Federal Award Requirements and Contents of Federal Awards) [excluding 204 (Notices of Funding Opportunities), 205 (Federal awarding agency review of merit of proposal), 210 (Pre-Award Costs), 213 (Reporting a determination of a non-federal entity is not qualified for a federal award)], Subpart D (Post Federal Award Requirements) [excluding 305(b)(8) and (9) regarding Federal Payment, 308 (Revision of budget or program plan), 309 (modification to period of performance)], Subpart E (Cost Principles), and Subpart F (Audit Requirements).
2. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25 and pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a requirement in all lower tier covered transactions that the award is subject to 2 CFR Part 180 and Treasury's implementing regulations at 31 CFR Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirement for Drug-Free Workplace, 31 CFR Part 20.
7. New Restrictions on Lobbying, 31 CFR Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations. The Agency shall comply with 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.
10. Hatch Act. Agency agrees to comply, as applicable, with requirements of the 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.

11. The Agency shall include the clauses 1 through 10 in this Section I.A., adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

B. Protections for Whistleblowers

1. In accordance with 41 USC § 4712, Agency 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.
2. The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for agreement or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of Contractor or its subcontractors who has the responsibility to investigate, discover, or address misconduct.
3. Agency shall inform its employees in writing of the rights and remedies provided under this subsection, in the predominant native language of the workforce.
4. The Agency shall include the above clauses 1-3, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

C. Increasing Seat Belt Use in the United States

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

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

D. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Agency should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Agency should establish workplace safety policies to decrease accidents caused by distracted drivers.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

E. Nondiscrimination

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

1. 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, Agency certifies:

Agency 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.

2. 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;
3. 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;
4. 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
5. 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.
6. The Agency shall include the above clauses 1-5, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

F. Conflicts

The Agency's employees, subcontractors and board or committee members shall not use, or give the appearance of using, their positions for the personal gain of themselves or those with whom they have family, business or other ties. The Agency understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c). The Agency shall disclose to the County any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

G. Public Records

In addition to complying with the Public Records provisions in Section III.C of the Agreement, the Agency acknowledges that by accepting funds under this Agreement, it may be considered the functional equivalent of a public agency under the Public Records Act, chapter 42.56 RCW.

H. Capacity

The Agency, by signing this Agreement, acknowledges that it has the institutional, managerial, and financial capability to ensure proper planning, management, and provision of the services funded. If at any time, the Agency

believes its capacity is compromised or Agency needs technical assistance, it shall immediately notify the County. The County will make best efforts to provide timely technical assistance to the Contractor to bring the Agreement into compliance.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

I. Remedial Action

In the event of the Agency's noncompliance with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of the federal award funding this Agreement, Treasury or the County may take remedial action as set forth in 2 CFR § 200.339.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

J. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment; Compliance with 2 CFR § 283

The Agency shall comply with 2 CFR § 200.216 and shall require compliance with 2 CFR § 200.216 in any subcontract.

Agency shall exercise due diligence to ensure that none of the funds, including supplies and services, received under this Agreement are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The Agency must terminate or void in whole or part any subcontract with a person or entity listed in the System Award Management Exclusions (SAM) as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subcontract.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

K. Preferences for Procurements

As appropriate and to the extent consistent with law, the Agency should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this Subsection:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction material composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract and any purchase order for work products under this Agreement, subject to the terms and conditions of Exhibit A.

II. FISCAL MANAGEMENT

Every subcontract approved by the County and entered into by the Agency under this Agreement shall be in writing and shall incorporate all of the clauses in this Section II, with word changes where appropriate to properly identify the parties to the subcontract. If the Agency is a non-federal entity as defined in 2 CFR § 200.69 and expends \$750,000.00 or more in Federal awards during its fiscal year, the Agency shall comply with the audit requirements of 2 CFR § 200 Subpart F.

A. Accounting Standards

The Agency agrees to comply with OMB Uniform Guidance and 2 CFR § 200 and to adhere to the accounting principles and procedures required therein, to use adequate internal controls, and to maintain necessary source documentation for all costs incurred.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

B. Audit and Recovery

All disbursements of funds to the Agency under this Agreement shall be subject to audit and recovery of disallowed costs from the Contractor. In the event of Agency's noncompliance with Section 603 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the County may impose additional conditions or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of Section 603(c) of the Social Security Act regarding the use of funds, funds shall be subject to recoupment.

1. The Agency shall maintain its records and accounts so as to facilitate the County's audit requirement and shall ensure that subcontractors also maintain auditable records.
2. The Agency is responsible for any audit exception incurred by its own organization or that of its subcontractors.
3. The County reserves the right to recover from the Agency all disallowed costs resulting from the audit.
4. The Agency shall follow-up on and develop corrective action plans for all audit findings.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

C. Accounting for Funds

In the event of an audit, the Agency shall account for all funds provided under this Agreement and demonstrate that the funds have only be used as provided for in this Agreement.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

D. Repayment of Funds to County/Recoupment

The Agency shall return funds disbursed to it by the County under this Agreement for return by the County to the U.S. Department of the Treasury, upon the occurrence of any of the following events:

1. If Agency has any unspent funds on hand as of the earlier of the end date of this Agreement or the termination of this Agreement, Agency shall return all unspent funds to the County within ten (10) calendar days of end date or termination.
2. If overpayments are made; or
3. If an audit of the Project by the U.S. Department of the Treasury, the State, or the County determines that the funds have been expended for purposes not permitted by the Section 603 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the U.S. Department of the Treasury, the County, or this Agreement.

To exercise recoupment or repayment, the County shall make a written demand upon the Agency for repayment, the Contractor shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand. No exercise of the County of the right to demand repayment of funds by the Agency shall foreclose the County from making an additional demand for repayment if a return of additional funds is required by the U.S. Department of the Treasury; the County's right to demand repayment from the Agency may be exercised as often as necessary to recoup from the Agency all funds required to be returned by the County to the U.S. Department of the Treasury.

The Agency is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

E. Debts Owed the Federal Government.

1. Any funds paid to Agency in excess of the amount to which Agency is finally determined to be authorized to retain under the terms of this Agreement, that are determined by the Treasury Office of Inspector General to have been misused or that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Agency shall constitute a debt to the federal government.
2. Any debts determined to be owed the federal government must be paid promptly by Agency. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Agency knowingly or improperly retains funds that are a debt as defined in paragraph 1 of this subsection, Treasury will take any actions available to it to collect such a debt.
3. Any debts determined to be owed to the County must be promptly paid by Agency. A debt is delinquent if it has not been paid by the date specified in County's initial written demand for payment, unless other satisfactory arrangements have been made or if the Agency knowingly or improperly retains funds that are a debt. The County will take any actions available to it to collect such a debt.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

F. Cost Principles

The Agency shall administer its provision of services in conformance with OMB Uniform Guidance and 2 CFR § 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding under this Agreement. The Agency is not required to provide cost sharing or matching funds under this Agreement.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

G. Indirect Costs

If indirect costs are charged, the Agency will develop an indirect cost allocation plan for determining the Agency's appropriate share of such costs and shall submit such plan to the County for approval in a form specified by the County.

H. Federal and State Prevailing Wage Requirements

Use of federal, state, or local funds to reimburse costs associated with labor performed for any type of maintenance, repair, rehabilitation, construction, etc. may trigger State Prevailing wage requirements per RCW Chapter 39.12. Projects that include construction costs will require performance and payment bonds from the prime contractor.

I. Cost Reimbursement

Reimbursement for services delivered under this Agreement shall be on a cost-reimbursement basis. Reimbursement shall be provided for services provided pursuant to the Statement of Work (Exhibit B). The Agency shall submit, in a format prescribed by the County and set forth in Exhibit F to this Agreement, an invoice and certification detailing, on a monthly basis, all costs associated with the program based on the Approved Contract Budget (Exhibit C). Use of funds available under this Agreement will be reviewed monthly. The Agency certifies that the work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or source.

J. Program Income

The receipt and expenditure of program income, as defined in 24 CFR § 570.500(a), shall be recorded as part of the financial transactions under this Agreement in compliance with 24 CFR § 570.504. The Agency shall report monthly to the County on the Program Income Report, all program income generated by activities carried out with funds made available under this Agreement.

The Agency must use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the County at the end of the Agreement period in accordance with 24 CFR § 570.503(b)(3) and 24 CFR § 570.504(c).

K. Advance Payment

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.

L. Debarment and Suspension Certification

The Agency is required to comply with the provisions of Executive Order 12549, Executive Order 12689, 2 CFR § 180. The Agency, by signing the Agreement, certifies that to the best of its knowledge and belief that:

1. The Agency is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
2. That the Agency has not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offenses in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. The Agency is not presently indicted for or otherwise criminal or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this subsection; and
4. The Agency has not within a three (3) year period preceding the signing of this Agreement had one or more public transaction (Federal, state, or local) terminated for cause of default.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

M. Debarment and Suspension Certification for Subcontractors

The Agency agrees to include the following required language in all subcontracts into which it enters resulting directly from the Agency's duty to provide services under this Agreement:

The lower tier subcontractor certified, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the lower tier subcontractor is unable to certify to any of the statements in the contract, such subcontractor shall attach an explanation to the Agreement.

III. ADDITIONAL REQUIREMENTS

A. Service and Assistance Animals

Persons with disabilities may request a reasonable accommodation for any assistance animal, including an emotional support animal, under both Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), and Section 504 of the Rehabilitation Act of 1973 (29 USC § 794), as amended.

B. Procurement

Unless specified otherwise in this Agreement, the Agency shall procure all materials, property, supplies, or services in accordance with the requirements of 2 CFR § 200.318; Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 24 CFR § 135; and 24 CFR § 576.404. The Agency, in subcontracting, shall comply with 2 CFR § 321(b)(1-5).

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

C. Faith-Based Activities

The Agency shall comply with the provisions of 24 CFR § 576.406(b), which, in part, prohibit the Agency from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as a part of the programs or services funded by this Contract. If the Agency conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries under this Agreement.

D. Political Activities

The Agency agrees that no funds provided, nor personnel employed, under this Agreement shall be in any way or to any extent be applied to, or engaged in, the conduct of political activities in violation of 24 CFR § 570.207(a)(3).

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

E. Public Information

1. The Agency shall ensure recognition of the role of the County in providing services through this Agreement. All activities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source.
2. Any publication produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0194 awarded to Snohomish County by the U.S. Department of Treasury."
3. The Agency shall include clause 2 of this subsection in any subcontract, subject to the terms and conditions of Schedule D and Attachments.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

F. Additional Washington State and County Requirements

1. The Agency shall ensure compliance with all relevant sections of the Revised Code of Washington (RCW) and Washington Administrative Code (WAC) and that RCW and WAC requirements will be followed and adjusted as the RCW and WAC requirements are amended, revised, eliminated, or added.
2. The Agency shall ensure that staff and volunteers who have access to children or vulnerable adults are required to have a background check in conformance with Section XXI. Background Checks contained in the Basic Terms and Conditions reference on the Contract Face Page. A background check is required at the time of employment or commencement of duties under this Agreement. The Agency shall ensure that all persons convicted of crimes preventing contact with vulnerable populations are prohibited from having access to those populations.
3. The Agency shall comply with all terms and conditions of the Basic Terms and Conditions between the County and the Agency referenced in the Contract Face Page.

4. The Agency shall comply with all applicable terms and conditions of the Business Associate Agreement between the County and the Agency referenced on the Contract Face Page.

IV. PROJECT MANAGEMENT

Recognizing that the body of knowledge regarding COVID-19 is rapidly evolving, the Agency shall take all reasonable measures, based on the existing state-of-the-art knowledge related to the transmission of COVID-19 as made available by the U.S. Centers for Disease Control and Prevention, the Washington State Department of Health, and the Snohomish Health District, to prevent the spread of COVID-19.

A. Location and Hours of Service

Services provided under this Agreement shall be available in Snohomish County for Snohomish County residents as specified in Exhibit B.

B. Individual Grievances

The Agency shall have policies and procedures in place for individual grievances in the case of denial or termination of services or failure to act upon a request for services with reasonable promptness.

C. Toll-Free Telephone Services

The Agency shall maintain a telephone system that provides for toll-free calls for all residents of Snohomish County using the services described herein.

D. Change in Personnel

The Agency shall notify the County within ten (10) days of change in personnel which may affect the faithful execution of this Agreement.

E. Subcontracting

The Agency is prohibited from subcontracting any funding and/or services contained within the Agreement unless otherwise negotiated with the County. All subcontracting arrangements require prior written approval from the County.

F. Emergency Procedures

The Agency shall have a plan for serving individuals during periods when normal services may be disrupted. Disruptions to normal services may include, but are not limited to, earthquakes, floods, snowstorms, other natural disasters, and pandemics. Particular attention should be made for those individuals who

are most at risk, including those individuals who meet the criteria established for being at higher risk for severe illness resulting from COVID-19 as identified by the U.S. Centers for Disease Control and Prevention, the Washington State Department of Health, and the Snohomish Health District. When services are delivered at the Agency's workplace, the plan shall include: contact information for high risk individuals, a list of emergency services, and stores of emergency provisions including Personal Protective Equipment (PPE).

G. Continuing Education

The Agency shall ensure their staff are effectively trained to implement the services specified in Exhibit B. The Agency is encouraged to inquire about the availability of additional training funds and opportunities to support their continuing education efforts.

V. PERFORMANCE EVALUATION, RISK ASSESSMENT, AND MONITORING

The Agency agrees to participate with the County in any monitoring (on-sit and/or desk) or evaluation conducted by the County of the program/project set forth in Exhibit B to determine compliance with the terms of the Agreement. The Agency agrees to make available all information in its possession relevant to such evaluation and monitoring. Specific monitoring requirements for this Agreement as follows:

For all Agreements, monthly desktop monitoring of all invoices and performance reports as outlined in Exhibit B submitted by the Agency shall be performed by the County.

At a minimum, on-site fiscal and performance monitoring shall be conducted annually. Depending on the results of the Agency's Fiscal Risk Assessment completed by County staff prior to Agreement execution, fiscal and/or performance monitoring may be conducted on a more frequent basis.

Remedies for substandard performance that is not corrected to the County's satisfaction may include suspension or termination of the Agreement.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

VI. CORRECTION ACTION

The County will institute corrective action for any quarter in which the Agency's expenditures are less than 75% of plan for the quarter. In instances where the corrective action does not result in achieving expenditures of 75% of plan or better in the subsequent quarter, the County may initiate additional progressive corrective action which may include suspension or termination of the Agreement.

VII. RECORDS

Agency shall comply with the following:

A. Maintenance of Records

The Agency shall maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Social Security Act, Treasury's implementing regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Agency shall also maintain:

1. Records used for data collection for reports as required;
2. Records of compliance with conflict of interest requirements;
3. Records of compliance with the nondiscrimination requirements;
4. Financial Records, including supporting documentation for all costs submitted via Invoice; and
5. Any other reporting obligations established by the U.S. Department of the Treasury as they relate to this award.

B. Access to Records

The Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, and the County shall have the right of access to records required under the Agreement (electronic and otherwise) of the Agency in order to conduct audits.

C. Retention of Records

Records shall be retained for a period of six (6) years after all funds have been expended or returned to the County or Treasury, or as otherwise required by law.

D. Records to Be Maintained

The Agency shall maintain all records required by Section XXIV. Maintenance of Records in the Basic Terms and Conditions referenced on the Contract Face Page pertaining to the activities funded under this Contract and as further described in Exhibit B. The Agency shall furnish such records to the County or other authorized officials, as requested. The Agency shall maintain records including, but not limited to:

1. Records providing a full description of each activity undertaken;
2. Records used for data collection for reports as required;
3. Records of compliance with conflict of interest requirements;
4. Records of compliance with the faith-based activities requirements;
5. Records of compliance with the nondiscrimination requirements including:
 - a. Data indicating the race, ethnicity, disability status, sex, and family characteristics of persons and households who have applied for, participated in, or benefited from the Project; and
 - b. Data which records its affirmative action in equal opportunity employment including, but not limited to, employment, upgrading, demotions, transfers, recruitment or recruitment advertising, layoffs, or terminations, pay or other compensation, and selection for training;
6. Financial Records, including supporting documentation for all Project costs; and
7. Any other reporting obligations established by the U.S. Department of the Treasury as they relate to this award.

E. Individual Information and Confidentiality

The Agency understands that individual information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Agency's responsibilities with respect to services provided under this Contract, may be prohibited by federal, state, and local laws regarding privacy and obligations of confidentiality, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

In particular, pursuant to 24 CFR § 576.500(x), the address or location of any housing of a participant will not be made public, except as provided under a preexisting privacy policy of the Agency and as consistent with federal, state, and local laws regarding privacy and obligations of confidentiality. The address or location of any domestic violence, sexual assault, or stalking shelter project assisted under this Contract will not be made public, except with written authorization of the person responsible for the operation of such project.

The Agency shall include the clauses A through E above, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

VIII. AFTER-THE-AGREEMENT/CLOSE-OUT REQUIREMENTS

The Agency's obligation to the County shall not end until all close-out requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Agency has control over American Rescue Plan Section 9901 Coronavirus State and Local Fiscal Recovery Funds dollars. The County will close-out the award when it determines, in its sole discretion, that all applicable administrative actions and all required work has been completed.

IX. FALSE STATEMENTS

Agency understands that making false statements or claims with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreement, and/or any other remedy available by law.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A and Attachments.

X. DISCLAIMER

The United States has expressly disclaimed any and all responsibility or liability to the County or third persons for the actions of the 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 the County under section 603(c) of the Act, or any Agreement or subcontract under such award.

The County expressly disclaims any and all responsibility or liability to the Agency or third persons for the actions of the Agency 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, the County, and Agency.

The Agency shall include the above Disclaimer clauses, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A and Attachments.

XI. ENTIRE AGREEMENT; MODIFICATION

This Contract constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior discussion and understandings between them.

In addition to the Unilateral Amendment provision contained in Section XLII. B. of the Basic Terms and Conditions, Agency agrees that in consideration of the fluid nature of the COVID-19 pandemic response, unilateral amendment may be utilized by the County in the event any terms or conditions related to the funds provided under this Contract are updated or if new requirements are issued by the federal government.

XII. TIME OF THE ESSENCE

Time is of the essence in the performance of each party's obligations under this Contract. Each party will carry out its obligations under this Contract diligently and in good faith.

EXHIBIT B

STATEMENT OF WORK

DOWNTOWN EVERETT ENHANCED SERVICES

I. PROJECT SUMMARY

Project Name: Downtown Everett Enhanced Services

Identification Number PE-23-AR-01-198

Project Expenditure Category (EC) 6.1 Provision of Government Services

Project Demographics [Check all that apply]:

For non-profit agency beneficiaries:

- ☐ The beneficiary agency provides services at a physical location(s) in a Qualified Census Tract(s) Number(s):
- ☐ The beneficiary agency serves individuals and/or households from one or more of the following categories (check as many as apply):

X	Impacted	X	Disproportionately Impacted
	Low- or moderate- income households ¹		Low-income households and populations ³
	Households that experienced unemployment		Households and populations residing in Qualified Census Tract(s) Number(s) Specify:
	Households that experienced food or housing insecurity		Households that qualify for certain federal programs ⁴ Specify:
	Households that qualify for certain federal programs ² Specify:		Households receiving services provided by Tribal governments
	For services to address lost instructional time in K-12 schools: any students that lost access to in-person instruction for a significant period of time		Households residing in U.S. territories or receiving services from these governments Specify:
	Other households or populations that experienced a negative economic impact other than those listed above Specify:		For services to address education disparities, Title I eligible schools
			Other households or populations that experienced a disproportionate negative impact other than those listed above Specify:

For individual/household beneficiaries:

- ☐ The intended beneficiaries will be from one or more of the following categories (check as many as apply):

X	Impacted	X	Disproportionately Impacted
	Low- or moderate- income households ¹		Low-income households and populations ³
	Households that experienced unemployment		Households and populations residing in Qualified Census Tract(s) Number(s) Specify:
	Households that experienced food or housing insecurity		Households that qualify for certain federal programs ⁴ Specify:
	Households that qualify for certain federal programs ² Specify:		Households receiving services provided by Tribal governments
	For services to address lost instructional time in K-12 schools: any students that lost access to in-person instruction for a significant period of time		Households residing in U.S. territories or receiving services from these governments Specify:
	Other households or populations that experienced a negative economic impact other than those listed above Specify:		For services to address education disparities, Title I eligible schools
			Other households or populations that experienced a disproportionate negative impact other than those listed above Specify:

¹ Low- or moderate-income households and Qualified Census Tracts are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household or (ii) income at or below 65 percent of the Area Median Income for the county and the size of household.

² These programs are: Children's Health Insurance Program; Childcare Subsidies through the Child Care and Development Fund Program; Medicaid; National Housing Trust Fund for affordable housing programs only; and Home Investment Partnerships Program for affordable housing programs only.

³ Low-income households and Qualified Census Tracts are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of the household or (ii) income at or below 40 percent of the Area Median Income for the county and the size of household.

⁴ These program are: Temporary Assistance for Needy Families; Supplemental Nutrition Assistance Program; Free- and Reduced-Price Lunch Program, School Breakfast Program; Medicare Part D Low-Income Subsidies; Supplemental Security Income; Head Start and Early Head Start; Special Supplemental Nutrition Program for Women, Infants, and Children; Section 8 and PHA Project Based Vouchers; Low-Income Home Energy Assistance Program; and Pell Grants.

Project Overview [50-250 words] including type of assistance and approach to ensuring that the aid responds to a negative public health or economic impact through an eligible use that either addresses the needs of an impacted or disproportionately impacted population or community OR is in proportion to an identified harm:

To keep businesses and residents safe in the downtown Everett area, additional security is needed to patrol areas heavily impacted by the supplemental effects of the COVID-19 pandemic.

Evidence Base/Evaluation [provide a citation for strong (experimental) or moderate (quasi-experimental) level of evidence for project or describe the evaluation process]:

Not applicable

Data Elements to Be Collected: Include all data elements required by the Final Rule and the Compliance and Reporting Guidance

Not applicable

II. STATUTORY ELIGIBLE USE

The Project complies with the following Statutory Eligible Use: to respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and non-profits, or to aid impacted industries such as tourism, travel, and hospitality.

III. REPORTING

The Agency shall submit to the County such reports as the County requests pursuant to the requirements of federal, state, and local law, regulations, and guidance as applicable. At a minimum, the Agency shall submit, in a format prescribed by the County, the following reports:

Report Title	Description	Due Date
Downtown Everett Enhanced Services	Cognito Report/Data	Quarterly

IV. PROJECT DESCRIPTION

- A.** The City of Everett shall utilize the funding to contract for enhanced security services in the downtown Everett area. Areas of focus will include businesses and residential areas that have been negatively impacted by the supplemental effects of the COVID-19 pandemic.
- B.** Increased patrols will be emphasized around emergency and cold weather shelters within the downtown Everett area that have additional security needs.
- C.** The City of Everett shall electronically submit invoices and backup documentation by the tenth (10th) day of the month following services. Exception: December invoices shall be submitted no later than January 5, 2024.

Project Expenditure Category (EC) [Check the primary category - Green indicates a new category, Yellow indicates changed number for an existing category with former category in () - * indicates that the subrecipient must identify the amount of the total funds that are allocated to evidence-based interventions - # indicates that the subrecipient must report on whether the project is primarily serving a disproportionately impacted community] :

Public Health

- ☐ 1.12 (1.10) Mental Health Services*#
- ☐ 1.13 (1.11) Substance Use Services*#

Negative Economic Impacts

- ☐ 2.1 Household Assistance: Food Programs*#
- ☐ 2.2 Household Assistance: Rent, Mortgage, and Utility Aid*#
- ☐ 2.4 Household Assistance: Internet Access*#
- ☐ 2.10 (2.7) Assistance to Unemployed or Underemployed Workers including job training, subsidized employment, employment supports, and/or incentives*#
- ☐ 2.11 (3.6) Healthy Childhood Development: Child Care*#
- ☐ 2.12 (3.7) Healthy Childhood Development: Home Visiting*#
- ☐ 2.13 (3.8) Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System*#
- ☐ 2.14 (3.1) Healthy Childhood Environments: Early Learning*#
- ☐ 2.15 (3.10) Long-term Housing Security: Affordable Housing*#
- ☐ 2.16 (3.11) Long-term Housing Security: Services to Unhoused Persons
- ☐ 2.17 Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities*#
- ☐ 2.18 Housing Support: Other Housing Assistance*#
- ☐ 2.19 (3.14) Social Determinants of Health: Community Health Workers or Benefits Navigators*#
- ☐ 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety*
- ☐ 2.24 (3.2) Addressing Educational Disparities: Aid to High-Poverty Districts#
- ☐ 2.25 (3.3) Addressing Educational Disparities: Academic, Social, and Emotional Services*#
- ☐ 2.26 (3.4) Addressing Educational Disparities: Mental Health Services*#
- ☐ 2.27 Addressing Impacts of Lost Instructional Time
- ☐ 2.34 (2.10) Aid to Non-Profit Organizations (Impacted or Disproportionately Impacted)#
- ☐ 2.37 (3.9) Economic Impact Assistance: Other*#

Administrative

- ☒ 6.1 Provision of Government Services
- ☐ 7.1 Administrative Expenses
- ☐ 7.2 (7.3) Transfer to Other Units of Government

AGENCY NAME: City of Everett

CONTRACT PERIOD: 7/1/2023 to 6/30/2024

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
American Rescue Plan Act				\$ -
Coronavirus State and Local Fiscal Recovery Funds				-
	7/1/23 - 6/30/24	\$ 187,500		187,500
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 187,500	\$ -	\$ 187,500

TOTAL MATCHING RESOURCES:	\$	-

SOURCE	FUNDING PERIOD	AMOUNT
TOTAL OTHER RESOURCES:		\$ -

EXPENDITURES

CATEGORY	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	TOTAL	MATCHING RESOURCES	OTHER RESOURCES
Salaries/Wages							\$ -		
Benefits							-		
Supplies/Minor Equip.							-		
Prof. Services	178,125						178,125		
Postage							-		
Telephone							-		
Mileage/Fares							-		
Meals							-		
Lodging							-		
Advertising							-		
Leases/Rentals							-		
Insurance							-		
Utilities							-		
Repairs/Maint.							-		
Client Flex Funds							-		
Client Rent							-		
Printing							-		
Dues/Subscrip.							-		
Regis./Tuition							-		
Machinery/Equip.							-		
Administration	9,375						9,375		
Indirect							-		
Occupancy							-		
Miscellaneous							-		
Misc. Construction							-		
Acquisition							-		
Relocation							-		
							-		
TOTAL	\$ 187,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 187,500	\$ -	\$ -

EXPENDITURE NARRATIVE

AMOUNT	CATEGORY	NARRATIVE (provide justification describing each category supported with funds awarded under this contract)
178,125	Prof. Services	Security services
9,375	Administration	
\$ 187,500	TOTAL	

DETAIL SALARIES / WAGES

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE

TOTAL: \$0

NOTE: Above figures may reflect rounding

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SEP 06 2023

HUMAN SERVICES DEPARTMENT
CONTRACTS DIVISION

EXHIBIT D

CERTIFICATION REGARDING LOBBYING

AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that I have read and understood the obligations described above, that the Contractor is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

AGENCY NAME:

By: 

Title: Mayor

Date: 09/06/2023



APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY




Attest:

Office of the City Clerk

Exhibit D
PE-23-AR-01-198
City of Everett
Page 1 of 4

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 1352 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.

(See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____. date of last report _____
4. Name and Address of Reporting Entity: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Prime Subawardee </div> <div style="width: 45%;"> Subawardee: Tier _____, if known : </div> </div> Congressional District , if known :4c		5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime: Congressional District , if known :
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number , if known :	9. Award Amount , if known : \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLLA, if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): 	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who <input type="checkbox"/> fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: Print Name: Title: Telephone No.: <input type="checkbox"/> Date:
Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Federal Use Only:		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

CONTINUATION SHEET

0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

EXHIBIT E

CIVIL RIGHTS ASSURANCES CERTIFICATION

AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901

- A. The funds provided to Agency are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act.
- B. The Agency understands and acknowledges that:

As a condition of receipt of federal financial assistance from the Department of the Treasury, with monies distributed through Snohomish County, the Agency named below (hereinafter referred to as the "Agency") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Agency's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

- C. The assurance apply to all federal financial assistance from or fund made available through the Department of Treasury.
- D. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Agency's program(s) and activity(ies), so long as any portion of the Agency's program(s) or activity(ies) is federally assisted in the manner prescribed above
- E. The Agency certifies the following:
 - 1. Agency ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 2. Agency acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who,

because of national origin, have Limited English proficiency (LEP). Agency understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Agency shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Agency understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Agency agrees to consider the need for language services for LEP persons when Agency develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Agency acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Agency and Agency's successors, transferees, and assignees for the period in which such assistance is provided.
5. Agency acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Agency and Agency's subgrantees, contractors, subcontractor, successor, tranferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee 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 U.S.C. § 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 U.S.C. § 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.

6. Agency understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the

Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Agency for the period during which it retains ownership or possession of the property.

7. Agency shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Agency shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Agency shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Agency also must inform the Department of the Treasury if Agency has received no complaints under Title VI.
9. Agency must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Agency and the administrative agency that made the finding. If the Agency settles a case or matter alleging such discrimination, the Agency must provide documentation of the settlement. If Agency has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Agency makes sub-awards to other agencies or other entities, the Agency is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.
11. The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

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SEP 06 2023

HUMAN SERVICES DEPARTMENT
CONTRACTS DIVISION

I hereby certify that I have read and understood the obligations described above, that the Agency is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

AGENCY NAME:

By:

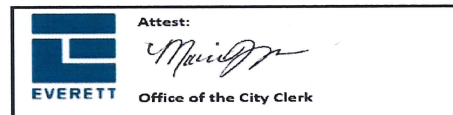
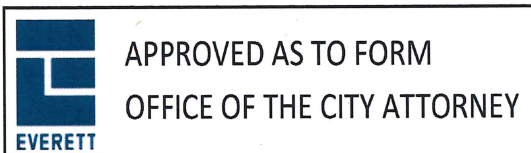


Title:

Mayor

Date:

09/06/2023





Number _____

INVOICE – Cost Reimbursement Contracts

Snohomish County Human Services Department-3000 Rockefeller, M/S 305, Everett, WA 98201

Estimated: ☐ Actual: ☐

Amount of Payment: \$ _____

Agency Name and Address:	Contract #:	PE-23-AR-01-198
	Project Title:	Downtown Everett Enhanced Services
	Contract Manager:	Nate Marti
	Reporting Period:	_____ To: _____

AUTHORIZING SIGNATURE: _____ **DATE:** _____
(sign in ink)

SUB OBJ	Account Title	Current Expenditures	Contract To Date Expenditures	Contract Budget	Budget Balance
10	Salaries/Wages				
20	Personal Benefits				
30	Supplies				
40	Prof. Services			\$178,125	
42	Postage				
42	Telephone				
43	Mileage				
43	Meals				
43	Lodging				
44	Advertising				
45	Op. Rentals/Leasing				
46	Insurance				
47	Utilities				
48	Repair/Maintenance				
49	Printing/Copying				
49	Dues/Subscriptions				
49	Registration/Tuition				
64	Machinery/Equipment				
	Administration			\$9,375	
TOTALS				\$187,500	

CONTRACTING AGENCY MATCHING FUNDS:	REVIEWED FOR PAYMENT:
CURRENT PERIOD: \$ _____	
CONTRACT TO DATE: \$ _____	

ATTACH: AGENCY CERTIFICATION FORM



SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT
3000 ROCKEFELLER AVENUE, M/S 305
EVERETT, WA 98201

AGENCY CERTIFICATION FORM

1. **Agency Certification:** I have the authority and approval from the governing body to request reimbursement from Snohomish County from the County's allocation of the CLFR as created in Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") for eligible expenditures included on the corresponding invoice for the reporting period referenced on the Contract Face Page.
2. I understand Snohomish County will rely on this certification as a material representation in processing this reimbursement.
3. I certify the use of funds submitted for reimbursement from the CLFR under this Agreement were used only to cover those costs in accordance Section 9901 of the American Rescue Plan Act of 2021, the Interim Final Rule at 31 CFR Part 35, and Department of Treasury FAQs and guidance.
4. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued. I have reviewed the Section 9901 of the American Rescue Plan Act of 2021, the Interim Final Rule at 31 CFR Part 35 and Department of Treasury (Treasury) FAQs and guidance and certify costs meet the parameters set forth therein. Any funds expended by Agency or its subcontractor(s) in any manner that does not adhere to the Section 9901 of the American Rescue Plan Act of 2021, the Interim Final Rule at 31 CFR Part 35 and Treasury FAQs and guidance shall be returned to the County for return to the Treasury.
5. I understand the Agency receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Section 200.333- Retention requirements for records. Such documentation shall be produced for the County upon request and may be subject to audit by state and/or federal representatives.
6. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
7. I understand funds received pursuant to this certification cannot be used for expenditures for which the Agency has received any other funding (whether state, federal or private in nature) for the same expense.

By signing this document, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, or otherwise (United States Code Title 18, Sec. 1001 and Title 31, Section 3729-3730 and 3801-3812).

AGENCY NAME:

By: _____

Name and Title: _____

Date: _____