



Beneficiary Agreement

Grantee	Everett Aquasox		
Program title	EFG2		
Grant amount \$	\$47,332.00		
Agreement period From:	1/1/2023	To	12/31/2024
UEI No.		City of Evt Business License No.	

This Agreement is made by and between the City of Everett, a municipal corporation (“the City”) and Grantee to set forth the terms and conditions under which the City will provide a grant to Grantee under the Program to mitigate financial hardship experienced by Grantee as a result of the COVID-19 pandemic and its economic impacts. Grant funds must be used for costs incurred during the Agreement Period.

- Grantee’s Financial Hardship.** Grantee attests that it has experienced financial hardship as a result of the COVID-19 pandemic and its economic impacts, such as lost revenue or increased costs, challenges covering payroll, rent or mortgage, or other operating costs, the capacity of a small business to weather financial hardships, and/or general financial insecurity resulting from the public health emergency. Grantee further attests that the amount of this grant is proportional to (or less than) this financial hardship, taking into account any funding, whether local, state, federal, or private, that Grantee has received for the same purpose and for the same time period. Grantee has provided the City with true and correct records documenting this financial hardship, as well as all other funding Grantee has received for the same purpose and the same time period.
- Scope of Eligible Costs.** Grant funds may only be used to pay or reimburse eligible costs as described in the “Federal Terms” (**Exhibit 1**), and as detailed in the “Scope of Work” (**Exhibit 2**). No grant funds may be used to pay or reimburse costs for which Grantee has received any other funding, whether local, state, federal or private in nature, for that same cost.
- Grantee Responsibilities.** Grantee understands and agrees that funds provided under this Agreement may only be used in compliance with section 603(c) of the Social Security Act (“the Act”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), the U.S. Department of Treasury’s (“Treasury’s”) regulations implementing that section, guidance issued by Treasury regarding the foregoing, and any other applicable federal provisions, including those described in the “Federal Terms” (**Exhibit 1**).
- Grantee Certifications.** Prior to any disbursement of funds authorized by this Agreement, Grantee shall provide the City with: Civil Rights Certification Form (**Exhibit 4**), the Lobbying Certification Form (**Exhibit 5**) and, if applicable, the Lobbying Disclosure Form (**Exhibit 6**).
- Request for Payment.** Grantee shall submit a properly executed Payment Request Form (**Exhibit 6**), Cost Certification (**Exhibit 3**) and supporting documentation for the costs therein as frequently as desired, but at a minimum no later than fifteen (15) working days after the close of each calendar quarter throughout the term of the Agreement. Funds shall only be disbursed after all documentation has been submitted.
- Maintenance of and Access to Records.** Grantee shall maintain all records and accounts with respect to all matters covered by this Agreement, including personnel, property, financial, and programmatic records and documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing. These records shall be maintained for a period of six (6) years after all funds have been expended or returned to the City, whichever is later, to ensure proper accounting for all funds and compliance with the Agreement. The City, the Treasury

Office of Inspector General, and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Grantee acknowledges that records may be subject to disclosure under the Public Records Act, Ch. 42.56 RCW.

7. **Publications.** Any publications produced with funds from this Agreement must display the following language: “This project [is being][was] supported, in whole or in part, by federal award number **SLFRP0152** awarded to City of Everett, Washington by the U.S. Department of the Treasury.”
8. **Disclaimer by the City and United States.** The United States has expressly disclaimed any and all responsibility or liability to the City or third persons for the actions of the City 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 City under section 603(c) of the Act, or any contract or subcontract under such award. The City expressly disclaims any and all responsibility or liability to Grantee or third persons for the actions of Grantee 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. This Agreement does not in any way establish an agency relationship between or among the United States, the City, and/or Grantee.
9. **False Statements.** Grantee understands that making false statements or claims in connection with this Agreement may be 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 or City awards or contracts, and/or any other remedy available by law.
10. **Debarment and Suspension Certification.** Entities that are debarred, suspended, or proposed for debarment, by the U.S. Government are excluded from receiving federal funds and contracting with the City. Grantee, by signature to this Agreement, certifies that Grantee is not currently debarred, suspended, or proposed for debarment, by any Federal department or agency. Grantee also agrees that it will not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. Grantee will notify the City if it, or a subcontractor, is debarred, suspended, or proposed for debarment, by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.
11. **Termination.** Upon seven (7) days-notice, the City may terminate this agreement for convenience. Any unspent grant proceeds shall be immediately returned to the City.
12. **Repayment of Funds; Recoupment.** If Grantee has unspent grant proceeds on hand as of March, 31, 2024, Grantee shall return all unspent grant proceeds to the City within ten (10) calendar days. If any funds provided to Grantee were used in a manner that is not consistent or allowable as outlined in this Agreement or in the Federal Terms, Grantee shall return funds to City in the amount determined to be ineligible. Grantee further agrees that it is financially responsible for and will repay the City any and all indicated amounts following an audit exception which occurs due to Grantee’s failure, for any reason, to comply with the terms of this Agreement. This duty to repay the City shall not be diminished or extinguished by the termination of the Agreement.
13. **Conflict of Interest.** Grantee designees, agents, members, officers, employees, consultants, and any other public official who exercises or who has exercised any functions or responsibilities with respect to the Program during his or her tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Program, are barred from any interest, direct or indirect, in any grant or proceeds of the Program, or benefit there from, which is part of this Agreement at any time during or after such person’s tenure.
14. **Governing Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for Snohomish County, Washington, or the U.S. District Court for the Western District of Washington.

15. Indemnification. To the maximum extent permitted by law, Grantee shall, at its cost and expense, protect, defend, indemnify, and hold harmless the City, its directors, officers, employees, and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of Grantee, its directors, officers, employees, or agents, relating in any way to Grantee's performance or non-performance under the Agreement. Grantee agrees that its obligations under this paragraph extend to any demands, liabilities, causes of action, or claims brought by, or on behalf of, any of its employees or agents. For this purpose, Grantee, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. These indemnification obligations shall survive the termination of the Agreement.

16. Insurance.

A. Upon execution of this Contract, Grantee, at its own cost, shall have procured and will maintain for the duration of this Contract, the minimum insurance as specified below:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage

- B. The Contractor shall furnish the City with a certificate of insurance for the insurance listed above. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- C. By requiring such minimum insurance coverage, the City shall not be deemed or construed to have assessed the risks that may be applicable to Grantee under this Contract. Grantee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- D. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- E. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) days prior written notice, has been given to the City.
- F. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.
- G. If at any time any of the foregoing policies fail to meet minimum requirements, Grantee shall, upon notice to that effect from the City, promptly obtain a new policy, and shall submit the same to the City, with the appropriate certificate, for approval.

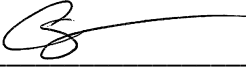
17. Electronic Signature This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Signature on this Agreement or amendment thereof may be by email, fax, photocopy, pdf or other electronic means, in which case such signatures will be deemed original signatures for all purposes.

[signatures on following page]

CITY OF EVERETT

Name: **Cassie Franklin**

Title: **Mayor**

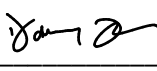
Signature: 

Date: 12/05/2023

GRANTEE


Name: Danny Tetzlaff

Title: GM

Signature: 

Date: 12/05/2023

ATTEST



Office of the City Clerk

Standard Agreement
Approved as to Form
Office of the City Attorney
5/16/23

Exhibit 1: FEDERAL TERMS

In case of conflict between these Federal Terms and the Agreement, the following order of priority shall be utilized: (1) Federal Terms, and (2) Agreement.

1. Grantee understands and agrees that funds provided under this Agreement may come from a federal source and agrees to comply with any and all additional applicable terms.
 - A. Grantee Capacity. Grantee agrees and confirms that it has the institutional, managerial and financial capacity to ensure proper planning, management and completion of the work detailed in the Scope of Work (**Exhibit 2**).
 - B. Technical Assistance. If, at any time, Grantee believes its capacity is compromised or Grantee otherwise needs any sort of assistance, it shall immediately notify the City. The City will make best efforts to provide timely technical assistance to Grantee to bring Grantee into compliance.
 - C. Compliance with Act. Grantee understands and agrees that funds provided under the Agreement may only be used in compliance with section 603(c) of the Social Security Act (the “Act”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), the U.S. Department of Treasury’s (“Treasury’s”) regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - D. Definitions. The term “Grantee” shall refer to an individual or entity who receives funds from the City, but shall not include a “Subrecipient,” as defined in 2 C.F.R. 200.1 and as determined in the City’s sole discretion.

2. Agreement Requirements and Incorporated Exhibits.

Grantee shall meet the requirements included in the Agreement and in the following attached exhibits, each of which is incorporated into the Agreement by reference:

EXHIBIT NAME	NUMBER
Federal Terms	Exhibit 1
Scope of Work	Exhibit 2
Cost Certification	Exhibit 3
Civil Rights Certification Form	Exhibit 4
Lobbying Certification Form	Exhibit 5
Lobbying Disclosure Form (if activity occurs)	Exhibit 6
Payment Request Form (if applicable)	Exhibit 7

- A. Scope of Eligible Costs. Grant funds may only be used to pay or reimburse eligible costs as described in the Agreement, these Federal Terms (Exhibit 1), and Scope of Work (Exhibit 2). No grant funds may be used to pay or reimburse costs for which Grantee has received any other funding, whether state, federal or private in nature, for that same cost.
- B. Grantee Certifications. Prior to any disbursement of funds authorized by this Agreement, Grantee shall provide the City with: Cost Certification (Exhibit 3), Civil Rights Certification Form (Exhibit 4), the Lobbying Certification Form (Exhibit 5), and, if activity occurs, the Lobbying Disclosure Form (Exhibit 6).
- C. Reports. Grantee shall provide the City with additional information and documentation upon request, including completing any reports deemed necessary for the City to comply with documentation, reporting, or audit requirements.

- 3. Access to Records.** The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations.
- 4. Uniform Guidance Compliance.**
- A. Remedial Actions. In the event of Grantee’s noncompliance with section 603(c) of the Act, Treasury’s regulations implementing that section, guidance issued by Treasury regarding the foregoing, or any other applicable federal laws or regulations, Treasury may take available remedial actions as set forth in 2 C.F.R. 200.339.
- B. Recoupment.
1. Grantee agrees that it is financially responsible for and will repay the City any and all indicated amounts following an audit exception which occurs due to Grantee’s failure, for any reason, to comply with the terms of the Agreement. This duty to repay the City shall not be diminished or extinguished by the termination of the Agreement.
 2. In the event of a violation of section 603(c) of the Act, the funds shall be subject to recoupment by the City.
 3. Any funds paid to Grantee (1) in excess of the amount to which Grantee is authorized to retain under the terms of the Agreement; (2) that are determined by the Treasury Office of Inspector General to have been misused; (3) are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act; or (4) are otherwise subject to recoupment by the City, and have not been repaid by Grantee to the City shall constitute a debt to the City.
 4. Any debts determined to be owed the City must be paid promptly by Grantee. A debt is delinquent if it has not been paid by the date specified in the City’s initial written demand for payment, unless other satisfactory arrangements have been made or if the City knowingly or improperly retains funds that are a debt. The City will take any actions available to it to collect such a debt.
- C. Return of Unused Funds. If Grantee has any unspent funds on hand as of the earlier of December 31, 2024, or the termination of this Agreement, Grantee shall return all unspent funds to the City within ten (10) calendar days.
- 5. Disclaimer.**
- A. The United States expressly disclaims any and all responsibility or liability to Grantee or third persons for the actions of Grantee 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 this grant or any contract, or subcontract under this grant.
- B. The acceptance of this grant by Grantee does not in any way establish an agency relationship between the United States and Grantee.
- 6. Protection for Whistleblowers.**
- A. In accordance with 41 U.S.C. § 4712, Grantee 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 contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- B. The list of persons and entities referenced in the paragraph above includes the following:
1. A member of Congress or a representative of a committee of Congress;
 2. An Inspector General;
 3. The Government Accountability Office;

4. A Treasury employee responsible for contract or grant oversight or management;
 5. An authorized official of the Department of Justice or other law enforcement agency;
 6. A court or grand jury; or
 7. A management official or other employee of Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- C. Grantee shall inform its employees in writing of the rights and remedies provided under this section, 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), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its 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 (October 6, 2009), Grantee 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. False Statements.** Grantee understands that making false statements or claims in connection with this Agreement may be 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 or City awards or contracts, and/or any other remedy available by law.
- 10. Applicable Laws.**
- A. The Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
 - B. Grantee agrees to comply with the requirements of section 603 of the Act, the Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal laws, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Agreement.
 - C. Federal regulations applicable to this grant may include, without limitation, the following:
 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, including the following:
 - a. Subpart A, Acronyms and Definitions;
 - b. Subpart B, General Provisions;
 - c. Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 - d. Subpart D, Post-Federal Award Requirements;
 - e. Subpart E, Cost Principles; and
 - f. Subpart F, Audit Requirements.

However, per Assistance Listing 21.027 - CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS, the following provisions do not apply: 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213(Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 CFR Part 200, Subpart D, the following provisions do not apply to this program: C.F.R. § 200.305 (b)(8) and (9) (Federal Payment); 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); and 2 C.F.R. § 200.320(c)(4) (noncompetitive procurement).

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 5. Grantee Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 9. Generally applicable federal environmental laws and regulations.
- D. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's Implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 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.
- E. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of federal employees, as well as certain other employees who work in connection with federally funded programs.
- F. Grantee agrees to comply with the Prohibition on Providing Funds to the Enemy (2 C.F.R. 183).

Exhibit 2: SCOPE OF WORK

Project title	Operations and marketing
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Project brief (attach additional pages if necessary):

Operations and marketing at Everett Aquasox Baseball in Everett, Washington. Project will help business recover from negative financial impacts of COVID-19.

Eligible expenses:

Supplies and materials

Wages

Cost of goods sold

Rent

Marketing/advertising

Funds will be distributed on a reimbursement basis. Grantee to submit payment request form (Exhibit 7) and paid receipts of eligible expenses for review by the City.

All reimbursements subject to federal debarment check and approval from City finance director.

Exhibit 3: COST CERTIFICATION

I certify that:

1. I have authority and approval from the governing body on behalf of Everett Aquasox (“Grantee”) to accept proceeds from the City of Everett (the “City”) per the Agreement by and between the City and Grantee from the City’s allocation of the Coronavirus Local Fiscal Recovery Fund (“CLFR”) as created by the American Rescue Plan Act of 2021, Section 9901 (“ARPA”) for eligible costs included on the corresponding Payment Request Form for the report period 1/1/2023 - 12/31/2024.
2. I understand that as additional federal guidance becomes available, an amendment to the Agreement between the City and Grantee may become necessary and agree to execute necessary amendments.
3. I understand the City will rely on this certification as a material representation in processing reimbursements or payment requests.
4. I understand the Grantee 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 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced to the City upon request and may be subject to audit by the State Auditor.
5. **I understand any funds provided pursuant to this certification cannot be used for costs for which Grantee has received any other funding whether state, federal or private in nature, for that same cost.**

I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or 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.

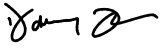
<u>Danny Tetzlaff</u>	<u></u>
Printed Name	Signature
<u>GM</u>	<u>12/05/2023</u>
Title	Date

Exhibit 4: CIVIL RIGHTS CERTIFICATION FORM

The funds provided to the grant beneficiary named below (hereinafter referred to as the “Grantee”) are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act.

Grantee understands and acknowledges that:

As a condition of receipt of federal financial assistance from the Department of the Treasury, with monies distributed through City of Everett, Grantee provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to Grantee, 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.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of Grantee’s program(s) and activity(ies), so long as any portion of Grantee’s program(s) or activity(ies) is federally assisted in the manner prescribed above

Grantee certifies the following:

1. Grantee 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. Grantee 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). Grantee 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, Grantee 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. Grantee 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 Grantee’s programs, services, and activities.
3. Grantee agrees to consider the need for language services for LEP persons when Grantee 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. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and its successors, transferees, and assignees for the period in which such assistance is provided.
5. Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Grantees 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. Grantee 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 Grantee, 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 Contractor for the period during which it retains ownership or possession of the property.
7. Grantee 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. Grantee shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Grantee 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. Grantee also must inform the Department of the Treasury if Contractor has received no complaints under Title VI.
9. Grantee 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 Contractor and the administrative agency that made the finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. The United States of America has the right to seek judicial enforcement of the terms of this assurances 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.

I hereby certify that I have read and understood the obligations described above, that Grantee 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.

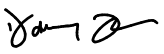
<u>Danny Tetzlaff</u>	
Printed Name	Signature
<u>GM</u>	<u>12/05/2023</u>
Title	Date

Exhibit 5: LOBBYING CERTIFICATION FORM

The undersigned certifies, to the best of the undersigned’s 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 an 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, as attached.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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 the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or 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.

<u>Danny Tetzlaff</u> Printed Name	<u></u> Signature
<u>Gm</u> Title	<u>12/05/2023</u> Date











7th Inning Stretch LLC dba Everett AquaSox_11302023_SD-compressed

Final Audit Report

2023-12-05


Created:	2023-12-05
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
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 Agreement completed.

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