



Subrecipient Agreement

1.	Subrecipient (must match name associate with DUNS #)	Boys & Girls Clubs of Snohomish County
2.	Contact Person	Ken Salem
3.	Address	8223 Broadway, Suite 100 Everett WA 98203
4.	Phone	425-319-4304
5.	DUNS #	803-301-530
6.	EIN/TIN #	91-054-9511
7.	Everett business license #	30552
8.	Title of Service or Program Being Funded	Everett Skates
9.	Federal Award Identification Number (FAIN)	SLFRFP0494
10.	Assistance Listing Number (ALN)	21.027
11.	Federal Award Date	May 28, 2021
12.	Subaward Period of Performance Start and End Dates	01/01/2023 to 12/31/2024
13.	Subaward Budget Period Start and End Dates	01/01/2023 to 12/31/2024
14.	Amount of Federal Funds Obligated by the City to Subrecipient by this Action	\$ 21,061.00
15.	Total Amount of Federal Funds Obligated to Subrecipient by the City including Current Financial Obligation	\$ 21,061.00
16.	Total Amount of Federal Award Committed to Subrecipient by the City	\$ 21,061.00
17.	Federal Award Project Description	Coronavirus State and Local Fiscal Recovery Funds – City of Everett

18.	Name of Federal Awarding Agency	DEPARTMENT OF THE TREASURY
19.	Whether award is R&D	NO
20.	Pass-Through Entity	CITY OF EVERETT, hereinafter the "City"
21.	Contact Information for Awarding Official	Tyler Chism tchism@everettwa.gov

This Agreement/grant award and the rights and obligations of both parties hereto shall be subject to and governed by the following Exhibits, incorporated by reference herein as is fully set forth:

Exhibit A – General Terms and Conditions
Exhibit B – Scope of Work
Exhibit C – Project Budget
Exhibit D – Duplication of Benefits Form
Exhibit E – Reimbursement Form
Exhibit F – Cost Certification Form
Exhibit G – Civil Rights Certification
Exhibit H – Lobbying Certification
Exhibit I – Lobbying Disclosure (if applicable)

This Agreement constitutes the entire Agreement between the parties. Either party may request modifications in the scope of services, project duration, performance or reporting standards, or other terms or conditions herein. Proposed modifications, which are mutually agreed upon, shall be incorporated by written amendment to this Agreement signed by both parties. The City and Subrecipient agree that this Agreement shall be modified if necessary to achieve compliance with U.S. Department of Treasury requirements. This Agreement may be executed in counterparts. Execution and delivery of this Agreement by the Parties shall be legally valid and effective through any combination of: (i) executing and delivering a paper copy, (ii) transmitting the executed paper copy by email in pdf format or other electronically scanned format, or (iii) execution and transmittal by AdobeSign or DocuSign or other e-signature method.

[signatures on following page]

IN WITNESS THEREOF the parties have executed this Agreement as of the day and year indicated below.



Mayor, City of Everett

12/21/2023

Date

Attest:



Office of the City Clerk

12/21/2023

Date

For the Subrecipient:



Ken Salem

Signature

12/20/2023

Date

Director of Strategic Initiatives

Title

Ken Salem

Name

Standard Agreement
Approved as to Form
Office of the City Attorney
(3.8.22)

Exhibit A: General Terms and Conditions

I. General Conditions

- A. Compliance with the Act. Subrecipient 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, and guidance issued by Treasury regarding the foregoing, as well as all other applicable federal statutes, regulations, executive orders, and interpretive guidance as may become applicable at any time.
- B. Subrecipient Capacity. Subrecipient agrees and confirms that it has the institutional, managerial and financial capacity to ensure proper planning, management and completion of the Agreement. If, at any time, Subrecipient believes its capacity is compromised or Subrecipient otherwise needs any sort of assistance, it SHALL immediately notify the City. The City will make best efforts to provide timely technical assistance to the Subrecipient to bring the Agreement into compliance.
- C. Certifications. Prior to any disbursement of funds authorized by this Agreement, the Subrecipient shall provide the City with: Duplication of Benefits Form (Exhibit D); Civil Rights Certification Form (Exhibit G), the Lobbying Certification Form (Exhibit H) and, if applicable, the Lobbying Disclosure Form (Exhibit I).
- D. Agreement Term. This Agreement shall commence upon the parties’ execution of this Agreement and terminate on 12/31/2024 . [If applicable: The City shall have an option to renew this contract under the same terms and conditions for an additional term with a termination date of NA ; provided, the City delivers a written notice of review prior to NA .]
- E. Scope of Work. The Subrecipient shall use the funds provided herein only to perform the activities set forth in Exhibit B, entitled Scope of Work, attached hereto and incorporated herein by this reference (hereinafter referred to as the “Scope”).
- F. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.
- G. Workers' Compensation. The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement provided for by the Workers Compensation Act of the State of Washington.
- H. Insurance & Bonding
1. Public Liability and Property Damage: The Subrecipient shall maintain during the life of this Contract public liability and property damage insurance covering the Subrecipient’s services hereunder in the sum of not less than two million dollars (\$2,000,000) combined single limits bodily injury/property damage. Insurance shall cover work done by the Subrecipient or

subcontractors and shall protect, as additional insured, the City from suits or claims for damages arising from operations under this Agreement or actions of the Subrecipient, subcontractors, and employees either direct or indirect unless waived by the City's Community Development Director or designee. Subrecipient shall provide the City with a certificate of insurance in a form acceptable to the City Attorney and, by endorsement, naming the City, its officers, employees and agents as additional insured prior to performing any services pursuant to this agreement. The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

2. The Subrecipient shall comply with all bonding and insurance requirements of 2 CFR 200 Uniform Administrative Requirements for Bonding and Insurance.

I. 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 21.027 awarded to City of Everett, Washington by the U.S. Department of the Treasury."

J. Amendments

1. The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.
2. The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Subrecipient.

K. Contract Suspension or Termination

In accordance with 2 CFR 200 Uniform Administrative Requirements, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing, as well as all other applicable federal statutes, regulations, executive orders, and interpretive guidance as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200 Uniform Administrative Requirements, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the

City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

L. Termination for Withdrawal, Reduction or Limitation of Funding

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this contract, and prior to its normal completion, the City may summarily terminate this Contract as to the funds reduced or limited, notwithstanding any other termination provision of this Agreement. If the level of funding so reduced or limited is so great that the City deems that the continuation of the program covered by this Agreement is no longer in the best interest of the public, the City may summarily terminate this Agreement in whole notwithstanding any other termination provisions of this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

The City agrees to promptly notify the Subrecipient of any proposed reduction in funding by Federal or other officials. The Subrecipient agrees that upon receipt of such notice it shall take appropriate and reasonable action to reduce its spending in the affected funding area so that expenditures do not exceed the funding level which would result if said proposed reduction became effective.

M. Remedial Actions

1. In the event of the Subrecipient's noncompliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing, as well as all other applicable federal statutes, regulations, executive orders, and interpretive guidance as may become applicable at any time, Treasury or the City may take available remedial actions as set forth in 2 C.F.R. 200.339.
2. Recoupment
 - a. Subrecipient 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 the Subrecipient'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.
 - b. 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 Subrecipient (a) in excess of the amount to which Subrecipient is authorized to retain under the terms of the Agreement; (b) that are determined by the Treasury Office of Inspector General to have been misused; (c) are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act; or (d) are otherwise subject to recoupment by the City, and have not been repaid by Subrecipient to the City shall constitute a debt to the City.
4. Any debts determined to be owed the City must be paid promptly by the Subrecipient. 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 may take any actions available to it to collect such a debt.

- N. Notices. Whenever this Agreement provides for notice by one party to another, such notice shall be in writing and directed to each party's contact representative indicated within the Agreement

cover page. Any time within which a party must take some action shall be computed from the date that any associated required notice is received by that party. Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in writing and shall be deemed duly given when received at the addresses via certified or registered first class mail, return receipt requested, personal delivery or electronic mail.

II. Administrative Requirements

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR 200 Uniform Administrative Requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR 200 Uniform Administrative Requirements as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Subrecipient shall maintain all (100%) records and financial 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, as well as all other applicable federal statutes, regulations, executive orders, and interpretive guidance as may become applicable at any time. These records shall be maintained for a period of six (6) years after the last date that all funds have been expended or returned to the City, whichever is later, to ensure proper accounting for all funds and compliance with the Subrecipient.
2. The Subrecipient shall maintain for a period of six years after termination of this Agreement accounts and records, including personnel, property, financial, and programmatic records and other such records the City may deem necessary to ensure proper accounting and compliance with the Agreement.
3. Client Data. To the extent applicable, the Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or its designees for review upon request.
4. Disclosure. The Subrecipient understands that client information collected under this Agreement, if any, is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian, or unless required by law. Nothing in this section shall affect the City's ability to respond to requests made under the Public Records Act, RCW 42.56.

C. Audits

1. If Subrecipient is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more in Federal awards during its fiscal year, then the Subrecipient shall meet the audit requirements in 2 CFR Part 200 Subpart F. Audit packages are due to the City within nine months after the close of the Subrecipient's fiscal year.
2. If the Subrecipient is not subject to the requirements in Paragraph C(1) of this section, the following apply:

Entity Type	Non-Profit		For Profit	
Gross Revenue	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.
Required Documentation	<ul style="list-style-type: none"> • Form 990 within 30 days of its being filed; and • A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"> • Income tax return; and • A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
Due Date	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.

3. If the Subrecipient is not subject to the requirements in Paragraph C(1) of this section, the Subrecipient may, in extraordinary circumstances, request, and in the City's sole discretion be granted, a waiver of the audit requirements. Such requests are made to the City at: City of Everett, 2930 Wetmore Ave., Everett, WA 98201, Attn: Tyler Chism for review. If approved by the City, the Subrecipient may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Subrecipient Board of Directors, provided the Subrecipient meets the following criteria: (a) financial reporting and any associated management letter show no reportable conditions or internal control issues; and (b) there has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.
4. The Subrecipient must provide the City with notice of any adverse audit findings that relate to or impact this Agreement.
5. The City shall be responsible for issuing a management decision for any audit findings that relate to or impact this Agreement, as provided for under 2 CFR 200.521.

- D. Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all time to inspection, review, or audit by the City, the Treasury Office of Inspector General, the Government Accountability Office, and/or any other federal or state officials authorized by law during the performance of this Agreement and for six years after termination hereof, unless a longer retention period is required by law, and all such agencies and officials may request additional information for the administration of the award, or as may be

necessary or appropriate, including as may be necessary to prevent evasions of the requirements of the award.

- E. Performance Monitoring, Measurement, and Evaluation. The subrecipient shall cooperate with the City and its agents to assess the Subrecipient's performance under this Agreement and shall make available all information required by any such performance measurement and evaluation processes. The subrecipient and the City shall engage in monitoring visits to assess the Subrecipient's compliance with requirements, quality, and practices. At the request of the City, the subrecipient shall implement a plan to remedy any items of noncompliance identified during the monitoring process, including but not limited to the imposition of specific conditions as provided for under 2 CFR 200.208. The results and records of these processes shall be maintained and disclosed in accordance with RCW Chapter 42.56.

F. Reporting

1. Progress Reports. The Subrecipient shall submit regular progress reports to the City in the form, content, and frequency as required by the City.
2. Close-Outs. Subrecipient's obligation to the City shall not end until all close-out requirements are completed, notwithstanding any expiration or termination of this Agreement. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA funds, including program income.

In the event a financial audit has not been performed prior to close-out of this Agreement, the City retains the right to withhold a just and reasonable sum from the final payment to the Subrecipient after fully considering the recommendation on disallowed costs resulting from the final audit.

G. Procurement

1. Compliance. The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.
2. OMB Standards. Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200 Uniform Administrative Requirements.
3. Travel. The Subrecipient shall obtain written approval from the City for any travel outside the Seattle/Everett area with funds provided under this Agreement.

- H. Program Property. Any personal property having a useful life of more than one year and purchased wholly or in part with sub-grant funds from this Agreement at a cost of three hundred dollars (\$300) or more per item shall upon its purchase or receipt become the

property of the City. The Subrecipient shall be responsible for all such property, including its care and maintenance, and shall comply with the following procedural requirements:

1. Property records shall be maintained accurately and provide for: A description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage of block grant funds used in the purchase of property; location, use, and condition of the property.
 2. A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.
 3. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of the property shall be investigated and fully documented.
 4. Adequate maintenance procedures shall be implemented to keep the property in good condition.
 5. If the Subrecipient elects to capitalize and depreciate such non-expendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Subrecipient. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.
 6. Non-expendable personal property purchased by the Subrecipient under the terms of this Agreement, in which title is vested in the City or Federal Government, shall not be rented, loaned, or otherwise passed to any person, partnership, corporation, association or organization without the prior express approval of the Department.
 7. Any non-expendable personal property furnished to, or purchased by, the Subrecipient, title to which is vested in the City or federal government, shall, unless otherwise provided herein or approved by the City, be used only for the performance of activities defined in this Agreement.
 8. The Subrecipient shall be responsible for any loss or damage to the property of the City or federal government (including expenses entered thereunto) which results from negligence, willful misconduct, or lack of good faith on the part of the Subrecipient to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City or federal government in like condition to that in which condition the property was acquired by purchase, fair wear and tear accepted.
- I. Debarment & Suspension Verification. The Subrecipient is required to verify that none of the Subrecipient, its principals, as defined at 2 C.F.R. §180.995, or affiliates, as defined at 2 C.F.R. §180.905, are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935). The Subrecipient is required to comply with 2 C.F.R. Part 180, subpart C and must include the requirement to comply with these regulations in any lower tier covered transaction it enters into. Debarment status may be verified at <https://www.sam.gov>. By signing and submitting this Agreement, the Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C while performing this Agreement and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- J. False Statements. Subrecipient 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.
- K. Assignability: The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- L. Subcontracts
1. Approvals. The Subrecipient shall not enter into any subcontract in the performance of this Agreement without the written consent of the City prior to execution.
 2. Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to assure compliance with the terms and conditions of this Agreement, including all applicable laws. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 3. Content. The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 4. Selection Process. The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis and in compliance with applicable federal, state and local laws. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.
- M. Conflict of Interest
1. Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this Agreement. Subrecipient must disclose in writing any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112.
 2. Interest of Officers, Employees, or Agents. No officer, employee, or agent of the Subrecipient or any official, employee or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the Everett Forward Grant Program, shall have any personal financial interest, direct or indirect, in the Agreement.
 3. Interest of Subcontractor and Their Employees. subrecipient agrees that it will incorporate into every subcontract and subaward made pursuant to this Agreement the following provisions:

The contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Everett Forward Grant Program has any personal financial interest, direct or indirect, in this Agreement. The contractor further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The contractor further covenants that in the performance of this contract no person having any conflicting interest shall be employed. Any such interest on the part of the contractor or its employees must be disclosed to the Subrecipient and the City.

N. Rule of Construction

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Section 603 of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing, as well as all other applicable federal statutes, regulations, executive orders, and interpretive guidance as may become applicable at any time;
2. General Terms and Conditions (Exhibit A);
3. The other Exhibits incorporated by reference herein in the order in which attached; and
4. Any other provisions whether incorporated by reference herein or otherwise, provided that nothing herein shall be construed as giving preference to provisions of this Agreement over any provisions of law.

O. Severability

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If it should appear that any provision hereof is in conflict with any statutory provision of the United States or the State of Washington, said provision which may conflict, therewith, and shall be deemed modified to conform to such statutory provision.

P. Hold Harmless - Indemnification

All services to be rendered or performed under this Agreement will be performed or rendered entirely at the Subrecipient's own risk and the Subrecipient expressly agrees, to the maximum extent allowed by law, to indemnify, defend and hold harmless the City and all of its officers, agents, an employees, from any and all liability, claims, suits, charges, judgements, loss or damage, including reasonable cost of defense they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the City, its officers, agents and/or employees which result from, arise out of, or are in any way connected with the services to be performed by the Subrecipient under this Agreement or the subject matter called for in this Agreement. This section shall survive the expiration or termination of this Agreement.

Q. Disclaimer by the City and United States

1. 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.
2. The City expressly disclaims any and all responsibility or liability to the Subrecipient or third persons for the actions of the Subrecipient 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.

3. This Agreement does not in any way establish an agency relationship between or among the United States, the City, and/or the subrecipient.

R. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

S. Waiver

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

III. Budget Provisions and Billing Procedures

- A. Payment and Disbursements. Disbursements by the City from this Agreement shall be on a reimbursement basis covering actual expenditures by the Subrecipient or obligation of the Subrecipient currently due and owing, but not paid. Disbursements shall be limited to allowable costs and so shall be made upon the occurrence of both of the following, in addition to any other conditions contained herein or in the special conditions:
 1. Receipt by the City of a complete Reimbursement Request Form (Exhibit E) and Cost Certification Form (Exhibit F), and supported by copies of vouchers, invoices, salary or wage summaries, or other acceptable documentation; and
 2. Determination by the City that the expenditures or obligations for which reimbursement is sought constitute allowable costs under Federal law and come within the Scope and the Project Budget.
- B. Billing Procedures.
 1. The Subrecipient shall submit no fewer than quarterly written reimbursement requests for services performed under this Agreement in the manner prescribed in Paragraph A above, and as prescribed by the City.
 2. Claims for reimbursement by the Subrecipient shall be submitted to the City by the 10th day of each month or quarter following the month or quarter during which the services were provided. **All claims will be submitted to: Tyler Chism** unless otherwise directed by the City.
 3. The City will not process claims for reimbursement until all supporting documentation is provided in the correct and proper format. The City reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Contract.
- C. Budget Revisions & Adjustments.
 1. The Subrecipient shall submit to the City a written request for approval of budget revision when a proposed revision would result in an increase or decrease of twenty percent (20%) or more in an approved budget subject category. Written budget revision approval must be received by the Subrecipient prior to the Subrecipient incurring any expenditures against the revised budget sub-object categories.

When the revision of the Subrecipient budget does not exceed twenty percent (20%) of an approved budget sub-object category, the Subrecipient must submit a revised budget to the City prior to the submittal of claims against the budget.

2. The City reserves the right to withdraw such funds as the City may deem appropriate at any time while this Agreement is in effect from the Budget of the Subrecipient if the Subrecipient is not in the

opinion of the City spending at a reasonable rate, is not providing services at a level consistent with the approved contract, is not providing proper reports, or is not maintaining adequate records. The City shall notify the Subrecipient in writing of a proposed transfer, at least ten (10) working days before the actual transference occurs.

IV. Federal, State, and Local Program Requirements

A. Applicable Law

1. This Agreement has been and shall be construed as having been entered into and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.
2. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Snohomish County, Washington.
3. The Recipient shall comply with all applicable requirements of federal, state and local law, including but not limited to requirements expressly set forth in this Agreement.

B. Federal Laws

1. The Subrecipient agrees to comply with the requirements of section 603 of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing, as well as all other applicable federal statutes, regulations, executive orders, and interpretive guidance as may become applicable at any time, and shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Agreement.
2. Federal regulations applicable to this award include, without limitation, the following:
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, including the following:
Subpart A, Acronyms and Definitions;
Subpart B, General Provisions;
Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
Subpart D, Post-Federal Award Requirements;
Subpart E, Cost Principles;
Subpart F, Audit Requirements; and
Appendices thereto.
 - b. 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.
 - c. 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.
 - d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 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.
 - e. Recipient 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.
 - f. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

- i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - a. 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;
 - b. 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;
 - c. 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;
 - d. 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
 - e. 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;
4. Hatch Act. The Subrecipient 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.
5. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (CFR 200.216). Pursuant to 2 CFR 200.216, the Subrecipient will not obligate or expend funds received under this Agreement to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.
6. Domestic Preferences for Procurements (CFR 200.322)
 - a. As appropriate and to the extent consistent with law, the Subrecipient 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). The requirements of this paragraph must be included in all subcontracting agreements and purchase orders for work or products under this contract.
 - b. For purposes of this paragraph:
 - i. "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.
 - ii. "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.
7. Contracting with small and minority businesses, women's business enterprise, and labor and surplus area firms (2 CFR 200.321). As appropriate and consistent with law, Contactor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f. Requiring the any prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.
8. Protection for Whistleblowers
- a. In accordance with 41 U.S.C. § 4712, Subrecipient 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:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this paragraph, in the predominant native language of the workforce.
9. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient 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.
10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), the Subrecipient 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.
- C. Public Information. The Subrecipient acknowledges that this Agreement and any other information provided by it to the City and/or relevant to the project(s) described in the Scope are subject to the Washington State Public Records Act, Chapter 42.56 RCW.
- D. Local Requirements. The activities performed under this Agreement are for the purposes of serving City of Everett residents and the Subrecipient shall, to the extent reasonably possible, not use said funds to provide service outside the corporate boundary of the City, or for any purpose, except as may be specifically authorized by this Agreement.

END OF EXHIBIT A

Exhibit B: Scope of Work

Project title	Everett Skates
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Project brief (attach additional pages if necessary):

The Everett Skates initiative is a collaborative project between the Boys & Girls Clubs of Snohomish County's Everett unit (located at 2316 12th Street) and the City of Everett.

The project will be run by the Everett Boys & Girls Club (EBGC), engaging youth, 7-14 years old and up, in mentoring activities, academic success and skateboard instruction. The program will engage youth and provide weekly activities to keep Everett youth involved in productive activities with positive mentors and caring staff.

Eligible Expenses include:

Wages and salaries

Contract labor

Program supplies

Operations

Marketing

Facilities

Other terms:

Sub-recipient will provide the City with a list of suppliers for federal debarment check prior to the commitment of funds.

All payments are subject to a federal debarment check and approval by City Finance Director.

Payment schedule:

Payments to the sub-recipient will be made quarterly upon the grantee's submission of required documentation, along with a completed Payment Request Form (Exhibit E).

Exhibit C: Project Budget

Date:	10/2/2023
Program title:	Everett Forward Grant Round 1 - Subrecipient
Business applicant:	Boys & Girls Clubs of Snohomish County
Performance period	01/01/2023 -12/31/2024
Grant ask amount	\$21,061.00

Proposed expenses

Budget category	Total budget amount	Everett Forward Grant funds	Other (specify source)
Staffing	\$16,567	\$16,567	
Contract wages	\$1,440	\$1,440	
Shirts/Safety Apparell	\$3,500		BGCSC
Club membership scholarship	\$1,800		BGCSC
Transportation	\$250		BGCSC
Healthy snack/meals	\$3,024	\$3,053	
Misc supplies	\$3,475		BGCSC
Facility	\$1,000		BGCSC
Total	\$31,056	21,060	

Exhibit D: Duplication of Benefits Reporting Form

The Duplication of Benefits (DOB) Reporting form is used to assist the City of Everett in administering the American Rescue Plan Act to subrecipients. Forms will help to verify all funding a subrecipient has received for COVID-19 Pandemic National Emergency in order to eliminate any duplication of benefits. You should only report on the information related to the program supported by this Agreement.

Instructions:

Identify below all sources of active federal, state, or other public fund awards that the agency has received as a result of the COVID-19 Pandemic National Emergency to support the program within this agreement. If you received COVID-19 funds and they do not support the program receiving City of Everett funds, please do not list them below.

Source of Funds #1

Lender/Grant Provider Name		
Purpose		
Amount		
<input type="checkbox"/> Government Loan	<input type="checkbox"/> Government Grant	<input type="checkbox"/> Government Forgivable Loan
<input type="checkbox"/> Nonprofit Grant	<input type="checkbox"/> Nonprofit Loan	<input type="checkbox"/> Nonprofit Forgivable Loan
<input type="checkbox"/> Private Loan	<input type="checkbox"/> Other:	

Source of Funds #2

Lender/Grant Provider Name		
Purpose		
Amount		
<input type="checkbox"/> Government Loan	<input type="checkbox"/> Government Grant	<input type="checkbox"/> Government Forgivable Loan
<input type="checkbox"/> Nonprofit Grant	<input type="checkbox"/> Nonprofit Loan	<input type="checkbox"/> Nonprofit Forgivable Loan
<input type="checkbox"/> Private Loan	<input type="checkbox"/> Other:	

Source of Funds #3

Lender/Grant Provider Name		
Purpose		
Amount		
<input type="checkbox"/> Government Loan	<input type="checkbox"/> Government Grant	<input type="checkbox"/> Government Forgivable Loan
<input type="checkbox"/> Nonprofit Grant	<input type="checkbox"/> Nonprofit Loan	<input type="checkbox"/> Nonprofit Forgivable Loan
<input type="checkbox"/> Private Loan	<input type="checkbox"/> Other:	

Source of Funds #4

Lender/Grant Provider Name		
Purpose		
Amount		
<input type="checkbox"/> Government Loan	<input type="checkbox"/> Government Grant	<input type="checkbox"/> Government Forgivable Loan
<input type="checkbox"/> Nonprofit Grant	<input type="checkbox"/> Nonprofit Loan	<input type="checkbox"/> Nonprofit Forgivable Loan
<input type="checkbox"/> Private Loan	<input type="checkbox"/> Other:	

Upon review of the Duplication of Benefits Reporting Form, the City may request additional information related to the funding sources listed above. Please maintain documentation for each of the sources of funds acquired during the period of performance for this agreement.

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>Ken Salem</u>	<u><i>Ken Salem</i></u>
Printed Name	Signature
<u>Director of Strategic Initiatives</u>	<u>12/20/2023</u>
Title	Date

Exhibit E: Payment request form

Date:	
Business name:	
Reporting period:	
Grant amount:	

Expenses for this period

[illegible]

Exhibit F: Cost Certification

I certify that:

1. I have authority and approval from the governing body on behalf of Boys & Girls Clubs of Snohomish County ("Subrecipient") to accept proceeds from the City of Everett (the "City") per the Agreement by and between the City and Subrecipient from the City's allocation of the Coronavirus Local Fiscal Recovery Fund as created by the American Rescue Plan Act of 2021, Section 9901 ("ARPA") for eligible costs included on the corresponding Reimbursement Request Form for report period 1/1/2023 through 12/31/2024.
2. I understand the City will rely on this certification as a material representation in processing reimbursements or payment requests.
3. I understand the Subrecipient 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.
4. I understand any funds provided pursuant to this certification cannot be used for costs for which the Subrecipient has received any other funding, whether public 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.

Ken Salem

Printed Name

Ken Salem

Signature

Director of Strategic Initiatives

Title

12/20/2023

Date

Exhibit G: Civil Rights Certification

The funds provided to **Boys & Girls Clubs of Snohomish County** (hereinafter referred to as the “Subrecipient”) are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act.

The Subrecipient understands and acknowledges that:

As a condition of receipt of federal financial assistance from the Department of the Treasury, with monies distributed through the City of Everett (the “City”), the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient, 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 the Subrecipient’s program(s) and activity(ies), so long as any portion of the Subrecipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above

The Subrecipient certifies the following:

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

<div style="margin-bottom: 10px;"> <div style="font-size: 1.2em; font-weight: bold;">Ken Salem</div> <div style="border-top: 1px solid black; margin-top: 5px;"></div> <div style="font-size: 0.8em;">Printed Name</div> </div> <div> <div style="margin-bottom: 10px;">Director of Strategic Initiatives</div> <div style="border-top: 1px solid black; margin-top: 5px;"></div> <div style="font-size: 0.8em;">Title</div> </div>	<div style="margin-bottom: 10px;"> <div style="font-family: cursive; font-style: italic;">Ken Salem</div> <div style="border-top: 1px solid black; margin-top: 5px;"></div> <div style="font-size: 0.8em;">Signature</div> </div> <div> <div style="margin-bottom: 10px;">12/20/2023</div> <div style="border-top: 1px solid black; margin-top: 5px;"></div> <div style="font-size: 0.8em;">Date</div> </div>
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Exhibit H: Lobbying Certification

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.

Ken Salem	<i>Ken Salem</i>
Printed Name	Signature
Director of Strategic Initiatives	12/20/2023
Title	Date











Boys & Girls Clubs of Snohomish County_12112023_SD

Final Audit Report

2023-12-21

Created:	2023-12-13
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAr6FXExkHRFRj14DwvPpnQa05QF7AyRQy

"Boys & Girls Clubs of Snohomish County_12112023_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2023-12-13 - 11:22:13 PM GMT
-  Document emailed to Kari Quaas (KQuaas@everettwa.gov) for approval
2023-12-13 - 11:23:20 PM GMT
-  Email viewed by Kari Quaas (KQuaas@everettwa.gov)
2023-12-14 - 0:09:55 AM GMT
-  Document approved by Kari Quaas (KQuaas@everettwa.gov)
Approval Date: 2023-12-14 - 0:10:10 AM GMT - Time Source: server
-  Document emailed to ksalem@bgcsc.org for signature
2023-12-14 - 0:10:12 AM GMT
-  Email viewed by ksalem@bgcsc.org
2023-12-21 - 1:58:30 AM GMT
-  Signer ksalem@bgcsc.org entered name at signing as Ken Salem
2023-12-21 - 2:57:36 AM GMT
-  Document e-signed by Ken Salem (ksalem@bgcsc.org)
Signature Date: 2023-12-21 - 2:57:38 AM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2023-12-21 - 2:57:40 AM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2023-12-21 - 12:25:27 PM GMT



Document approved by Tim Benedict (TBenedict@everettwa.gov)

Approval Date: 2023-12-21 - 12:25:41 PM GMT - Time Source: server



Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature

2023-12-21 - 12:25:42 PM GMT



Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2023-12-21 - 3:34:30 PM GMT



Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2023-12-21 - 3:34:37 PM GMT - Time Source: server



Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2023-12-21 - 3:34:38 PM GMT



Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2023-12-21 - 4:06:49 PM GMT - Time Source: server



Agreement completed.

2023-12-21 - 4:06:49 PM GMT