

Snohomish County Office of Recovery and Resilience

3000 Rockefeller Avenue, M/S 407 | Everett, WA 98201



CONTRACT SPECIFICS	Contract Number: <u>CLFR-042</u> Maximum Contract Amount: <u>\$2,000,000</u>			
	Title of Project / Service: <u>Small Business Innovations Assistance</u> DAC#: <u>130.57516505784101</u>			
	Start Date: <u>01/01/2023</u>	End Date: <u>09/30/2024</u>	Status Determination: <u>Subrecipient</u>	
CONTRACTING ORGANIZATION	Agency Name: <u>Ventures</u>			
	Address: <u>2100 24th Ave. SW #380</u>			
	City, State & Zip: <u>Seattle, WA 98144</u>	IRS Tax No. / EIN: _____		
	Contact Person: <u>Celia Weisman</u>	Unique Entity Identifier: <u>HKFDGVSVE8R4</u>		
	Telephone: <u>206-352-1945</u>	Email Address: <u>cweisman@venturesnonprofit.org</u>		
FUNDING SPECIFICS	Funding Authority: <u>U.S. Department of the Treasury</u>			
	CFDA No. & Title: <u>21.027 Corona Virus State and Local Fiscal Recovery Funds</u>			
	Funding Specifics: <u>American Rescue Plan Act 2021, PL-117-2 sec. 9901</u>			
	Federal Agency: <u>U.S. Treasury</u>	Federal Award ID No.: <u>SLFRP0194</u>	Federal Award Date: <u>05/11/2021</u>	
COUNTY	Program Division	Contact Person	Contact Email	Contact Phone
	<u>Office of Recovery & Resilience</u>	<u>Jessica Ruhle</u>	<u>jessica.ruhle@snoco.org</u>	<u>425-359-8978</u>

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

<u>CLFR Terms and Conditions</u>	<u>Attached as Exhibit A</u>	<u>Civil Rights Assurances Certification</u>	<u>Attached as Exhibit E</u>
<u>Statement of Work</u>	<u>Attached as Exhibit B</u>	<u>Invoice with Certification</u>	<u>Attached as Exhibit F</u>
<u>Cost Reimbursement Budget</u>	<u>Attached as Exhibit C</u>	<u>Business Grant Ben. Agreement</u>	<u>Attached as Exhibit G</u>
<u>Lobbying Certification</u>	<u>Attached as Exhibit D</u>		

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS SUBRECIPIENT), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE AGENCY IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS.

FOR THE CONTRACTING ORGANIZATION:

FOR SNOHOMISH COUNTY:

(Signature) (Date)

Boungjaktha, Neepaporn Digitally signed by Boungjaktha, Neepaporn
Date: 2023.03.07 13:33:22 -08'00'

(Signature) Executive Director (Date)

(Title)

(Title)

CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS AGREEMENT WITH VENTURES

This CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS AGREEMENT (the “Agreement”) is entered into this _____ day of _____, 2023, between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and Ventures, a Washington nonprofit corporation, (“Subrecipient”), collectively referred to as the “Parties.”

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Subrecipient agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to set forth the terms and conditions under which the County will provide Coronavirus Local Fiscal Recovery funds (“CLFR”) funding (the “Funds”) to the Subrecipient for the Project set forth in **Exhibit B**, attached hereto and by this reference made a part hereof. Special funding source terms and conditions are set forth in **Exhibit A**, attached hereto and by this reference made a part of hereof.

The Project shall be executed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Subrecipient practices or operates at the time the services are performed. The Subrecipient shall perform the work in a timely manner and in accordance with the terms of this Agreement.

The Subrecipient will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon January 1, 2023 (“Effective Date”) and shall terminate on September 30, 2024 (“End Date”), PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to One (1) additional One (1) year term, at the sole discretion of the County, by written notice from the County to the Subrecipient. The Contractor shall commence work upon Effective Date and shall complete the work required by this Agreement by the End Date. The County’s obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law. The Subrecipient shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than September 30, 2024.

3. Funds. The County agrees to provide up to \$2,000,000 to the Subrecipient from the County’s share of its CLFR allotment, to be used for the Project set forth in **Exhibit B**.

a. Eligible Expenses. The County shall pay the Funds to the Subrecipient on a reimbursement basis only for actual costs incurred. The County shall not make payment in advance or in anticipation of costs incurred by the Funds under this Agreement. The County will reimburse the Subrecipient for Eligible Expenses as and when set forth in **Exhibit C**, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The total amount of Funds received by Subrecipient in **Section 3a** above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. The Subrecipient shall submit monthly invoices to the County for reimbursement, PROVIDED, HOWEVER, that the final invoice shall be submitted to the County no later than September 30, 2024. Any invoice received after September 30, 2024, shall not be eligible for reimbursement. Subject to **Section 8** of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

Every invoice submitted by Subrecipient shall be accompanied by an executed cost certification in the form set forth in **Exhibit F**, attached hereto and by this reference made a part hereof. Prior to beginning work under this Agreement, Subrecipient shall submit an executed version of the Lobbying Certification in the form set forth in **Exhibit D**, attached hereto and by this reference made a part hereof and an executed version of the Civil Rights Certification in the form set forth in **Exhibit E**, attached hereto and by this reference made a part hereof.

d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Subrecipient is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Subrecipient shall email SBF-SnocoEpayables@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Subrecipient needs to provide contact information (name, phone number and email address). The Subrecipient will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Subrecipient does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Subrecipient waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Subrecipient pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes No

f. Contract Maximum. Total payment under this Agreement, all fees and expenses included, shall not exceed \$2,000,000 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Subrecipient agrees that Subrecipient will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Subrecipient is not entitled to any benefits or rights enjoyed by employees of the County. The Subrecipient specifically has the right to direct and control Subrecipient's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties' partners or joint venturers.

The Subrecipient shall furnish, employ and have exclusive control of all persons to be engaged in performing the Subrecipient's obligations under this Agreement (the "Subrecipient personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Subrecipient personnel shall for all purposes be solely the employees or agents of the Subrecipient and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Subrecipient personnel, the Subrecipient shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Subrecipient personnel when required by law.

The Subrecipient shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Subrecipient agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Subrecipient assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Subrecipient and as to all duties, activities and requirements by the Subrecipient in performance of the work under this Agreement. The Subrecipient shall assume exclusive liability therefor and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Subrecipient or the Subrecipient's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Subrecipient uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Subrecipient and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution and effectiveness of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: James Henderson
Title: Chief of Economic & Workforce
Development
Telephone: (425) 309-8005
Email: James.Henderson@snoco.org

8. County Review and Approval. When the Subrecipient has completed any discrete portion of the services, the Subrecipient shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Subrecipient shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Subrecipient that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Subrecipient with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Subrecipient shall promptly remedy the problem or problems and re-submit the work to the County. The Subrecipient shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Subrecipient shall be responsible for the accuracy of work even after the County accepts the work.

If the Subrecipient fails or refuses to correct the Subrecipient's work when so directed by the County, the County may withhold from any payment otherwise due to the Subrecipient an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Subrecipient's conduct.

9. Subcontracting and Assignment. The Subrecipient shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Subrecipient to subcontract, assign, or delegate any portion of the Subrecipient's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Subrecipient shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Subrecipient. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Subrecipient which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Subrecipient, shall be refunded to the County by the Subrecipient.

11. Indemnification. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Subrecipient shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Subrecipient. In addition, the Subrecipient shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Subrecipient or its subcontractors, and the Subrecipient, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, 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.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Subrecipient.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Subrecipient shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Subrecipient, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a "claims made" basis. If coverage is approved and purchased on a "claims made" basis, the Subrecipient warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this **Section 12**, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Subrecipient under this Agreement. The Subrecipient shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Subrecipient's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Subrecipient to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Subrecipient shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000.00 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000.00 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000.00.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Subrecipient in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Subrecipient's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Subrecipient's liability to the County and shall be the sole responsibility of the Subrecipient.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Subrecipient shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Subrecipient as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Subrecipient shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Subrecipient of the Subrecipient's compliance with the requirements of Chapter 2.460 SCC. If the Subrecipient is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Subrecipient's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Subrecipient represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Subrecipient shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Subrecipient shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Subrecipient's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Subrecipient warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subrecipient, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Subrecipient in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under **Section 21** of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Subrecipient breaches any of its obligations hereunder, and fails to cure the same, or take corrective action, within fifteen (15) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Subrecipient only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with **Sections 3** and **8** hereof.

c. The County may terminate this Agreement upon fifteen (15) business days' written notice to the Subrecipient for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with **Sections 3 and 8** hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Subrecipient in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Subrecipient provided under any other section or paragraph herein. The County does not, by exercising its rights under this **Section 21**, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Subrecipient (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

e. The County may suspend all or any part of this Agreement and withhold further payments or prohibit the Subrecipient from incurring additional obligations thereunder during investigation of suspected noncompliance with the terms of the Agreement. The County may also take these actions pending corrective action by the Subrecipient.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Office of Recovery and Resiliency
3000 Rockefeller Ave., M/S 407
Everett, Washington 98201
Attention: James Henderson
(425) 309-8005

If to the Subrecipient: Ventures
2100 24th Ave S, #380
Seattle, WA 98144
Attention: Celia Weisman

The County or the Subrecipient may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Subrecipient shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Subrecipient's performance under this Agreement. The Subrecipient may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Subrecipient shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

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

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

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Subrecipient. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Subrecipient, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Subrecipient, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

(Signature page to follow)

SNOHOMISH COUNTY:

Boungjaktha,
By: Neepaporn Digitally signed by Boungjaktha,
Neepaporn
Date: 2023.03.07 13:33:56 -08'00'
County Executive Director _____ Date _____

VENTURES:

By: _____ Date _____
Name: _____
Title: _____

**Approved as to insurance
and indemnification provisions:**

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2023.02.27 13:29:04 -08'00'
Risk Management _____ Date _____

Approved as to form only:

Deputy Prosecuting Attorney _____ Date _____

COUNCIL USE ONLY	
Approved	<u>3/7/2023</u>
ECAF #	<u>2023-0214</u>
MOT/ORD	<u>Motion 23-099</u>

EXHIBIT A

CLFR TERMS AND CONDITIONS

SMALL BUSINESS INNOVATION ASSISTANCE PROJECT

The County has appropriated funds from its portion of Coronavirus Local Fiscal Recovery Funds (“CLFR”) pursuant to the American Rescue Plan Act (ARPA), PL 117-2, section 9901, codified at 42 USC Section 802 *et seq.* to be used to pay Ventures for the Small Business and Innovation Assistance (SBIA) project as set forth in Exhibit B of the Agreement. These CLFR Terms and Conditions apply to the Subrecipient’s provision of the Small Business and Innovation Assistance Project, for which the County has agreed to pay an amount not to exceed \$2,000,000. In case of conflict between these CLFR Terms and Conditions and the Agreement, the following order of priority shall be used: (1) CLFR Terms and Conditions, (2) Other Terms and Conditions governing funding under this Agreement, and (3) Exhibit B of this Agreement.

I. TERMS AND CONDITIONS

Subrecipient agrees to comply with Section 603(c) of the Social Security Act, regulations as promulgated by the Department of Treasury (31 CFR Part 35) as amended; Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions promulgated by the U.S. Department of the Treasury, as amended; and Compliance and Reporting Guidance – State and Local Fiscal Recovery Funds as promulgated by the U.S. Department of the Treasury, as amended. The Subrecipient shall also comply with regulatory requirements under the Uniform Guidance at 2 CFR Part 200.

A. Compliance with Specific Laws, Regulations, and Agreements

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

1. 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation, including, Subpart A (Acronyms and Definitions), Subpart B (General Provisions), Subpart C (Pre-Federal Award Requirements and Contents of Federal Awards) [excluding 204 (Notices of Funding Opportunities), 205 (Federal awarding agency review of merit of proposal), 210 (Pre-Award Costs), 213 (Reporting a determination of a non-federal entity is not qualified for a federal award)], Subpart D (Post Federal Award Requirements) [excluding 305(b)(8) and (9) regarding Federal Payment, 308 (Revision of budget or program plan), 309 (modification to period of performance)], Subpart E (Cost Principles), and Subpart F (Audit Requirements).

2. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25 and pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a requirement in all lower tier covered transactions that the award is subject to 2 CFR Part 180 and Treasury's implementing regulations at 31 CFR Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirement for Drug-Free Workplace, 31 CFR Part 20.
7. New Restrictions on Lobbying, 31 CFR Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations. The Subrecipient shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671) and the Federal Water Pollution Control Act (33 USC §§ 1251-1387) as amended.
10. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 USC §1501 and §§ 7324-7328), which limits certain political activities of federal employees as well as certain other employees who work with federal funding programs.
11. The Subrecipient shall include the clauses 1 through 10 in this Section I.A., adapted for the proper parties, in any subcontract.

B. Protections for Whistleblowers

1. In accordance with 41 USC § 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 agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an agreement) or grant.

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

C. 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 their employees when operating company-owned, rented or personally owned vehicles.

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

D. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), 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.

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

E. Financial Award

All funds shall be available only in strict accordance with the provisions of this Agreement, including Section II.A.1, and other applicable federal, State, and local laws, regulations, and policies governing the funds provided in this Agreement.

F. Nondiscrimination

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

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

By execution of this Agreement, Subrecipient certifies:

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 USC § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. The Fair Housing Act, Title VII-IX of the Civil Rights Act of 1968 (42 USC § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
4. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis or age in programs or activities receiving federal financial assistance; and

5. The American with Disabilities Act of 1990, as amended (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.

The Subrecipient shall include the above clauses 1-5, adapted for the proper parties, in any subcontract.

G. Conflicts

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

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

H. Public Records

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

I. Capacity

The Subrecipient, by signing this Agreement, acknowledges that it has the institutional, managerial, and financial capability to ensure proper planning, management, and provision of the services funded. If at any time, the Subrecipient believes its capacity is compromised or Subrecipient needs technical assistance, it shall immediately notify the County. The County will make best efforts to provide timely technical assistance to the Subrecipient to bring the Agreement into compliance.

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

J. Remedial Action

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

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

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

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

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

L. Preferences for Procurements

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 section must be included in all subcontracting agreements and purchase orders for work or products under this Agreement.

For purposes of this Subsection:

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

II. FISCAL MANAGEMENT

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

A. Accounting Standards

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

B. Audit and Recovery

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

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

C. Accounting for Funds

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

D. Repayment of Funds to County/Recoupment

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

1. If Subrecipient has any unspent funds on hand as of the earlier of the end date of this Agreement or the termination of this Agreement, Subrecipient shall return all unspent funds to the County within ten (10) calendar days of end date or termination.

2. If overpayments are made; or
3. If an audit of the Project by the U.S. Department of the Treasury, the State, or the County determines that the funds have been expended for purposes not permitted by the Section 603 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the U.S. Department of the Treasury, the County, or this Agreement.

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

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

E. Debts Owed the Federal Government.

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

F. Cost Principles

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

G. No Indirect Costs

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

H. State Prevailing Wage Requirements

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

I. Cost Reimbursement

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

J. Program Income

To the extent that program income, as defined in 2 CFR § 200.1, is generated under this Agreement, the receipt and expenditure of program income shall be reported monthly to the County.

Any program income generated under this Agreement must be used for the purposes and under the terms and conditions of this Agreement.

K. Advance Payment

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

L. Debarment and Suspension Certification

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

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

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

M. Debarment and Suspension Certification for Subcontractors

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

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

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

III. ADDITIONAL REQUIREMENTS

A. Procurement

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

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

B. Faith-Based Activities

Recipient shall ensure that no funds provided under this Agreement are used for inherently religious activities or for a religious purpose.

C. Political Activities

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

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

D. Public Information

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

E. COVID Guidelines

A program or service that imposes conditions on participation in or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with practices in line with CDC guidance for stopping the spread of COVID-19 shall not be reimbursed by the County.

IV. PERFORMANCE EVALUATION, RISK ASSESSMENT, AND MONITORING

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

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

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

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

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

V. CORRECTIVE ACTION

The Subrecipient shall follow up on and develop corrective action plans for all audit findings in accordance with OMB Uniform Guidance.

VI. RECORDS

In addition to other provisions in the Agreement regarding records, Subrecipient shall comply with the following:

- A.** The Subrecipient shall maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Social Security Act, Treasury's implementing regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- B.** The Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, and the County shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

C. Records to Be Maintained

The Subrecipient shall maintain all records required by the Agreement pertaining to the activities funded under this Agreement and as further described in EXHIBIT B. The Subrecipient shall furnish such records to the County or other authorized officials, as requested. The Subrecipient shall maintain records including, but not limited to:

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

D. Individual Information and Confidentiality

The Subrecipient understands that if any personally identifiable information is ("PII") collected under this Agreement, said PII is confidential and the use or disclosure of such information when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services under this Agreement, may be prohibited by federal, state, and local laws regarding privacy and obligations of confidentiality, unless written consent is obtained from such person, and, in the case of a minor, that or a responsible parent or guardian. The Subrecipient shall inform the County immediately upon discovery of any authorized disclosure of PII.

The Subrecipient shall include the clauses A through D above, adapted for the proper parties, in any subcontract.

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

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

VIII. FALSE STATEMENTS

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

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

IX. DISCLAIMER

The United States has expressly disclaimed any and all responsibility or liability to the County or third persons for the actions of the County or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the award of Federal funds to the County under section 603(c) of the Act, or any Agreement or subcontract under such award.

The County expressly disclaims any and all responsibility or liability to the 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.

The Agreement does not in any way establish an agency relationship between or among the United States, the County, and Subrecipient.

The Subrecipient shall include the above Disclaimer clauses, adapted for the proper parties, in any subcontract.

X. TIME OF THE ESSENCE

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

**EXHIBIT B
STATEMENT OF WORK
SMALL BUSINESS INNOVATION ASSISTANCE**

I. PROJECT SUMMARY

Project Name: Small Business Innovation Assistance

Identification Number: CLFR-047

Project Expenditure Category (EC): Negative Economic Impacts- 2.9 Small Business Economic Assistance (General)

Project Demographics:

For small business beneficiaries:

- The intended beneficiaries will be small businesses¹ from one or more of the following categories:

X	Impacted	X	Disproportionately Impacted
	Small businesses with decreased revenue or gross receipts	X	Small businesses operating in Qualified Census Tract(s) Number(s) Specify: 402.00, 407.00, 408.00, 412.02, 418.05, 418.08, 418.09, 419.03, 419.04, 419.05, 514.00, 515.00, 517.01, 518.03, 524.02, 529.03, 529.05, 537.00
	Small businesses with financial insecurity		Small businesses operated by Tribal governments or on Tribal lands
	Small businesses with increased costs		
	Small businesses without the capacity to weather financial hardship		

¹ Small businesses eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of “small business,” specifically: 1. Have no more than 500 employees, or if applicable, the size standard in number of employees established by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates, and 2. Are a small business concern as defined in section 3 of the Small Business Act (which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation).

	Small businesses with challenges covering payroll, rent or mortgage, and other operating costs		
X	Small businesses in impacted industries including: <ul style="list-style-type: none"> - Manufacturing² - Leisure & Hospitality³ - Child Care⁴ 		

Project Overview:

The Subrecipient SHALL:

- Provide navigator and operational support to existing impacted small businesses, particularly to underserved populations and areas of the county, to support their recovery.
- Establish and implement a startup group training program to spur innovation and opportunity in Snohomish County to support disproportionately impacted small businesses or start-ups.
- Provide operational micro-grants to impacted small businesses and microbusinesses.
- Establish a small business technical assistance program in Snohomish County that supports and serves small businesses and entrepreneurs for the long-term.

² The Manufacturing sector comprises establishments engaged in the mechanical, physical, or chemical transformation of materials, substances, or components into new products. This includes businesses that are classified under the North American Industry Classification System (NAICS) of 31 and 32.

³ Leisure and hospitality includes businesses that are classified under NAICS 71 and 72 with the exception of those businesses who cater exclusively to customers 18 years and older.

⁴ Childcare includes businesses that are classified under NAICS 6244.

Data Elements to Be Collected:

The data elements to be collected include:

- a. Number of businesses who received business technical assistance;
- b. Results of the findings from business technical assistance to include barriers and opportunities for recovery and growth;
- c. Results of the technical assistance requested by businesses;
- d. Results of the technical assistance solutions provided to businesses
- e. Number of startups who began and completed each cohort training program;
- f. Number of startups Subrecipient referred to Navigator training
- g. Number of startup who received Navigator training;
- h. Number of startups who received state and city business licenses;
- i. Number of small businesses and startups who received Small Business grants;
- j. Total and aggregated amounts of Small Business grants received by small businesses and startups;
- k. Aggregated uses of how small businesses and startups used Small Business grants;
- l. Highlights of success stories of specific businesses, support they received, and how the program has supported their recovery.

Data elements are to be disaggregated by size (number of employees including owner), industry, race, ethnicity, gender of owner, zip code, council district and other relevant factors to the extent possible.

II. STATUTORY ELIGIBLE USE

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

III. REPORTING

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

Report Title	Description	Due Date
Monthly Performance Report	Report on the above data elements for each month as well as cumulatively. Monthly report may be ended upon mutual agreement between Subrecipient and Snohomish County.	First Friday following the end of the month
Quarterly Performance Report	Report on the above data elements for each quarter as well as cumulatively. Narrative that highlights work-to-date, best practices, obstacles to small businesses, lessons learned and how lessons learned are being integrated into program implementation.	April 10, 2023 July 10, 2023 Nov 10, 2023 Jan 10, 2024 April 10, 2024 July 10, 2024 Nov 10, 2024
Annual Performance Progress Report	Report on the above data elements for each quarter as well as cumulatively. Narrative that highlights work-to-date, best practices, obstacles to small businesses, lessons learned and how lessons learned are being integrated into program implementation.	July 10, 2023 July 10, 2024 Nov 10, 2024

IV. PROJECT DESCRIPTION

A. Services

1. The service area is Snohomish County.
2. Service location(s):
 - Office Location(s) (address(es):
 - At the small businesses
3. Target Population to be served is comprised of populations detailed in I, Project Demographics. The Subrecipient shall develop, run, and operate programs for two distinct groups:
 - Small Businesses whose business address filed with Washington State resides within QCTs identified in Section I (hereinafter “within a QCT”).
 - Small Businesses within the Impacted Industries of Manufacturing, Leisure and Hospitality, and Child care

For each group, the Subrecipient shall create an application, judge applications against eligibility criteria, and determine successful applicants to the programs for each group.

Eligibility criteria for the two groups shall be:

- Small Businesses whose business address filed with Washington State resides within a QCT:
 - Business qualifies as a small business
 - Business whose business address filed with Washington State resides within a QCT
- Small Businesses within the Impacted Industries of Manufacturing, Leisure and Hospitality, and Child care:
 - Business qualifies as small business
 - Business whose business address filed with Washington State resides within Snohomish County.
 - Business is in impacted industry
 - Business was operating prior to the pandemic

4. The Subrecipient Shall

- a. Provide Business Technical Assistance (TA) and Training, descriptions provided herein, to successful applicants in both groups.
 - Small Businesses within QCT
 - Existing small business within a QCT—Business Basics course; Business planning

- Startup small business within a QCT—Business Basics course; Business planning, Business Builder Course, Financial Training Workshop
 - Startup small business within a QCT in childcare or food industry—Startup incubation program; Business planning
 - Small Businesses within Impacted Industries of Manufacturing, Leisure and Hospitality, and Child care
 - All businesses—Business Basics course; Business planning, Business Builder Course, Financial Training Workshop
- i. **Information Sessions:** Host at least four (4) 90-minute in-person or virtual information sessions to help orient at least one hundred twenty-five (125) businesses/prospective business to the services being offered, eligibility criteria, and enrollment processes.
 - ii. **Business Basics Courses:** Deliver at least four (4) eight-week Business Basics Course (BBC) that covers the fundamentals of business sales, marketing, finance, and operations for entrepreneurs and business owners in Snohomish County. Courses will be offered in person if possible (virtual as a back-up), in English and Spanish, and each course will have the capacity to serve up to 25 participants. Each course will include eight (8) sessions totaling 24 total hours of instruction, coaching, and business plan support.
 - iii. **What’s Next Night:** Following the Business Basics Course, host at least four (4) two-hour training sessions to describe the pathways available to entrepreneurs to access services and support for at least 100 people. Each session should include opportunities for entrepreneurs to practice elevator pitches, meet business coaches, and learn about advanced training and capital access opportunities.
 - iv. **Business Planning Technical Assistance:** Provide at least three hundred (300) hours of individual, customized technical assistance to at least one hundred (100) businesses. Technical assistance should focus on planning all necessary elements of a feasible, sustainable business, including financial projections, capital needs, sales and marketing plans, market analyses, growth plans, operational plans, and more. Services will be offered in both English and Spanish.
 - v. **Post-Capital Technical Assistance:** Provide at least six hundred (600) hours of expert technical assistance to help at least eighty (80) business owners fully utilize the business grants. Technical assistance will include support with capital planning and resource access (refer to commercial lenders and larger CDFIs (Community Development Financial Institutions) when appropriate).

- vi. **Financial Training Workshops:** Provide eight (8) ninety-minute in-person (or virtual if needed) tailored group technical assistance workshops focused on critical aspects of financial management for business owners including capital planning, bookkeeping, and tax preparation for at least (100) businesses. Sessions will be offered in English and Spanish and will have the capacity to serve up to 50 participants per workshop.
 - vii. **Business Builder Course:** Provide four (4) courses to build on skills perfected in the Business Basics Course. Each course will include four (4) two-hour sessions. For businesses ready to expand, offer sessions focused on advanced topics related to operations, marketing, sales, and business finances.
- b. **Grant Program:** Develop a grant program available for:
- i. Small businesses whose business address filed with Washington State resides within a QCT
 - Startups—after completion of Startup Incubation Program and two (2) hours of business planning technical assistance.
 - Existing businesses—after completion of Business Basics course and two (2) hours of business planning technical assistance.

Allowable uses for grant funds include:

 - Startup Costs for Entrepreneurs
 - Expansion Costs for existing small businesses
 - Rehabilitation of commercial properties
 - Storefront and façade improvements
 - ii. Small businesses within Impacted Industries of Manufacturing, Leisure and Hospitality, and Childcare⁵
 - Existing businesses—after completion of Business Basics course and two (2) hours of business planning technical assistance.

Allowable uses for grant funds include:

 - Maintenance of existing equipment and facilities
 - COVID-19 mitigation and infection prevention measures
 - Payroll costs
 - Lost pay and benefits for returning employees

⁵ The Manufacturing sector comprises establishments engaged in the mechanical, physical, or chemical transformation of materials, substances, or components into new products. This includes businesses that are classified under the North American Industry Classification System (NAICS) of 31 and 32. Leisure and hospitality includes businesses that are classified under NAICS 71 and 72 with the exception of those businesses who cater exclusively to customers 18 years and older. Childcare includes businesses that are classified under NAICS 6244.

- iii. Grant program will also include post-capital technical assistance as described in 4.a.v. Grant program shall include:
- **Existing Business Grants:** Deploy twenty (20) to fifty (50) grants of up to \$10,000 to existing small businesses operating within the QCTs identified in Section 1 and to small businesses within the Impacted Industries of Manufacturing, Leisure and Hospitality, and Childcare. These grants will require zero interest, collateral, or repayment for existing small business owners. Grants will be accompanied by intensive technical assistance as described in (a) above. Only businesses that receive technical assistance are eligible for grants.
 - **Start-Up Business Grants:** Deploy thirty (30) grants of up to \$10,000 for startup small businesses within the QCTs identified in Section 1 and that successfully complete the incubation program described in 4d. These grants can be used for startup costs. These grants will require zero interest, collateral, or repayment. Grants will be accompanied by intensive technical assistance as described in (a) above. Grants will include technical assistance and training to ensure the capital is fully utilized as a catalyst to launch and grow viable small businesses.
- iv. **Grant Application:** Subrecipient will develop a grant application for both existing small businesses and startups within a QCT that meets the requirements for a grant. The application should demonstrate the business successfully completed training and received technical assistance. Application should also demonstrate the need for the grant and proposed use based on approved enumerated uses described in 4b.
- v. **Grant Agreement:** Subrecipient shall require successful grant applicants to execute a grant agreement in the form of the Grant Agreement attached as Exhibit G prior to disbursing any funds.
- vi. **Access to Ventures' Loan Products (not funded by Snohomish County):** All participants who graduate from Business Basics Courses in Snohomish County can also apply for to Subrecipient's other loan products, which are fully funded by non-Snohomish County funding sources, if they meet loan requirements.
- vii. **Two-phase Small Business Application and Eligibility Screening Process:** Develop a two-phase application for small businesses to enroll in small business courses and technical assistance as described in 4.a ii, iv, v.
- a. Phase 1 is eligibility phase to verify applicants meet minimum requirements as described in IV. A. 3 to take part in the Business Basics Course as described in 4.a ii.

- b. Phase 2 includes a financial and narrative section for business owners to describe their business need, past financial trajectory, and future growth opportunity. For Phase 2, business owners have the opportunity to receive business planning technical assistance as described in 4.a.iv. Small businesses that receive two (2) hours of business planning technical assistance may apply for a grant as described in 4.b.
- c. **Incubation Program:** Develop a business incubation program available to:
 - Startup businesses within QCTs in childcare or food industry. Eligibility criteria shall be:
 - Startup business is within a QCT
 - Startup business is in childcare or food industry

Support launching childcare and food businesses as a viable pathway into entrepreneurship paired with the technical assistance and capital described in items a and b above.

For the food industry, incubation services should include:

- i. Commercial Kitchen Access and Support: Offer affordable commercial kitchen space to business owners enrolled in Subrecipient's incubation program to include flexible scheduling, and a low, subsidized monthly payment for business owners.
- ii. Provide technical assistance prior to, during, and after the use of the kitchen to ensure it is a tool to incubate (i.e. launch and grow) small businesses.
- iii. Build and execute a marketing plan as part of this project to ensure that customers in Snohomish County know about this resource. In addition, ensure cross-promotion for this website with chambers of commerce and other local agencies who can get the word out to customers.

For the childcare industry, business incubation services should include:

- iv. Technical assistance prior, during and after the incubation period to support a successful childcare startup business
- v. A marketing plan catered toward childcare providers as outlined in C iv.

Startups in the childcare and food industry who successfully complete the Incubation Program and receive two (2) hours of business planning technical assistance may apply for a startup business grant.

5. Performance Requirements

The Subrecipient Shall:

- a. Meet all requirements as outlined in the Snohomish County CLFR Terms and Conditions Agreement set forth in Exhibit A this Agreement;
- b. Attend monthly planning meetings with the County to maintain program stability and continuity;
- c. Cooperate with the County in monitoring activities a minimum of once per year or more as deemed appropriate by the County
- d. Collect and report Data Elements and Key Performance indicators.
 - i. Data Elements include the following information (in the aggregate and deidentified) about small businesses receiving supportive services:
 1. Number of employees including owner;
 2. Industry of small business;
 3. Qualified Census Tract of the business if it resides in a QCT. Small business industry classification as documented by the State of Washington.
 4. Race of business owner (American Indian or Alaska Native, Asian, Black or African American, Native Hawaiian or Other Pacific Islander, White, Other, Mixed Race);
 5. Ethnicity of business owner (Hispanic or Latinx, Not Hispanic or Latinx);
 6. Gender of business owner; and,
 7. Zip code of business.
 - ii. The Subrecipient shall keep records of and report the following Key Performance Indicators:
 1. Number of businesses who received business technical assistance;
 2. Results of the findings from business technical assistance to include barriers and opportunities for recovery and growth;
 3. Results of the technical assistance requested by businesses;
 4. Results of the technical assistance solutions provided to businesses
 5. Number of startups who began and completed each cohort training program;
 6. Number of startups who referred and received Navigator training;
 7. Number of startups who received state and city business licenses;

8. Number of small businesses and startups who received Small Business grants;
9. Total and aggregated amounts of Small Business grants received by small businesses and startups;
10. Aggregated uses of how small businesses and startups used Small Business grants;
11. Highlights of success stories of specific businesses, support they received, and how the program has supported their recovery.

6. Documentation

The Subrecipient shall:

- a. Document eligibility for each small business receiving technical assistance and/or grants;
- b. Confirm that small businesses receiving technical assistance and/or grants are located in Snohomish County;
- c. Assure that accurate and appropriate documentation is maintained to support the provision of technical assistance and grants issued including date, name of recipient, address, statement of justification, type of service provided through the technical assistance (if applicable), and the amount authorized through each grant;
- d. Submit a monthly summary by the first Friday of the month following the previous month that outlines Data Elements and Key Performance Indicators referenced in Section IV.5.D.i. above; and
- e. Submit all required reports documenting performance in a timely manner. All reports shall be completed on approved forms and in accordance with procedures issued by the County. In the event the Subrecipient fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Subrecipient or order payment stopped to the Subrecipient in an amount proportional to the data estimated to be outstanding until such time that the data is current.

7. Fiscal Management

The Subrecipient shall:

- a. Seek reimbursement for expenditures that incur between the Effective Date of this Agreement through September 30, 2024, and are included in the Approved Contract Budget Exhibit C;

- b. Assure that accurate and appropriate documentation is maintained to support the provision of each incurred expense; and
- c. Submit Approved Invoice Exhibit F by the 10th of the month following the month services were provided.

Exhibit C

Project Budget and Compensation

The County shall reimburse Subrecipient for services provided and/or eligible expenses incurred in executing the Project pursuant to the Agreement in an amount not to exceed the Contract Maximum. As outlined in **Section 3** of this Agreement, Contractor shall submit to the County a properly executed invoice and cost certification indicating the work performed and the amount due from the County on a monthly basis based on work performed. Subject to **Section 8** of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

EXPENSES	\$2 million
Grants	\$ 700,000
Program Direct Costs	\$ 1,118,500
Indirect Program Administration (10% of direct program costs)	\$ 181,500
TOTAL EXPENSES	\$ 2,000,000

Program Direct Costs Details

<i>Staffing - 13 positions, 4.3 FTE</i>	\$ 1,004,627.10
<i>Contracted instructors and specialized business coaches (450 @ \$50 per hour)</i>	\$ 22,500.00
<i>Program supplies (vending supplies, credit score reports, workbooks)</i>	\$ 25,000.00
<i>Client survey incentives for interview time (200 interviews @\$50 each)</i>	\$ 10,000.00
<i>Professional photography of grantees</i>	\$ 7,500.00
<i>Printing and copying (feasibility plans, business plan, business signage)</i>	\$ 8,000.00
<i>Parking and mileage reimbursement @ IRS standard mileage rate</i>	\$ 9,872.90
<i>Classroom fees, commercial kitchen fees and farmers market fees</i>	\$ 31,000.00
Program Direct Costs Total	\$ 1,118,500.00

1. The Contractor may shift funds within the Direct Costs set forth in this Exhibit C subject to the following conditions:
 - a. No funds may be shifted without **prior** written authorization from the County's contact set forth in Section 7 of the Agreement. Authorization to shift funds must be sought and approved **prior** to anticipated need.
 - b. Funds may only be shifted within Direct Costs set forth in Exhibit C.

EXHIBIT D

CERTIFICATION REGARDING LOBBYING

AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901

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

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

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

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

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

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

SUBRECIPIENT NAME: **Ventures**

By: _____

Title: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 1352 0348-0046
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C.
 (See reverse for public burden disclosure.)

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

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

CONTINUATION SHEET

0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

EXHIBIT E

CIVIL RIGHTS ASSURANCES CERTIFICATION

AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901

A. The funds provided to Agency are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act.

B. The Subrecipient understands and acknowledges that:

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

C. The assurance apply to all federal financial assistance from or fund made available through the Department of Treasury.

D. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the 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

E. The Subrecipient certifies the following:

1. 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. 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). 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, 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. 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 Recipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when 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. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Subrecipient and Subrecipient's subgrantees, contractors, subcontractor, successor, transferees and assignees:

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

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

obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. 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. 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. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. 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 Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.
11. The United States of America has the right to seek judicial enforcement of the terms of this 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.

SUBRECIPIENT NAME: **Ventures**

Signature:

Title:

Date:

Exhibit F - INVOICE

Sent to: Snohomish County - 3000 Rockefeller, M/S 407, Everett, WA 98201

Purchase Order: _____

Amount of Payment: \$ _____

<p>Subrecipient Name and Address: Ventures 2100 24th Ave S, #380 Seattle, WA 98144 Attention: Celia Weisman</p>	<p>Contract #: CLFR-042 Project Title: SBIA Trudy Soriano Contract Manager: _____ Time Period: _____ To: _____</p>
--	--

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

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

REVIEWED FOR PAYMENT:

AUTHORIZED FUND:

ATTACH: SUBRECIPIENT CERTIFICATION FORM
ATTACH: INVOICE FROM VENDOR'S SYSTEM (if available) and SUPPORTING DOCUMENTS

SNOHOMISH COUNTY

OFFICE OF ECONOMIC DEVELOPMENT
3000 ROCKEFELLER AVENUE, M/S 407
EVERETT, WA 98201

SUBRECIPIENT COST CERTIFICATION FORM

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

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

SUBRECIPIENT NAME: **VENTURES**

By: _____

Name and Title: _____

Date: _____

EXHIBIT G: BUSINESS BENEFICIARY GRANT AGREEMENT

THIS GRANT AGREEMENT (this “Agreement”) is made as of **DATE** (the “Effective Date”), by and between **Insert business name** a business licensed in the State of Washington and based in Snohomish County, Washington (“Grantee”) and Ventures, a Washington non-profit corporation (“Grantor”). In consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Grantee agree as follows:

1. Term. This Agreement shall be effective upon execution and shall terminate on _____.
2. Disbursement of Funds: Grantee understands and agrees that in receiving Grant Funds, the Grantor is relying upon Grantee’s representations, warranties, and agreements set forth in this Agreement and shall be contingent upon the Grantee’s signing this Agreement and providing completed W-9 and direct deposit information.

Funds will be disbursed through Direct Deposit or if requested via check. Disbursement of funds is contingent upon Grantee providing to Grantor:

- a. Signed Grant Agreement
 - b. Signed and completed W-9
 - c. Completed direct deposit information
 - d. A Unique Entity ID number from a SAM.gov registration
2. Eligible Expenditures: Grantee shall only use Grant Funds for eligible expenditures as described herein. No Grant Funds may be used to reimburse costs for which Grantee has received any other funding, whether state, federal, or private in nature, for that same cost. The maximum amount of Grant Funds is \$10,000.00. The Grantee and Grantor agree on the purpose of the eligible expenditures of Grant Funds, by selecting one or more of the applicable eligible expenditures:
 - a. Disproportionately Impacted Small Business Within Qualified Census Tract (QCT).

i. QCT number: _____

ii. Grant Funds Use:

- Startup Costs for Entrepreneurs
- Expansion Costs for existing small businesses
- Rehabilitation of commercial properties
- Storefront and façade improvements

b. Small Business Within Impacted Industries

i. NAICS code (circle one):

- Manufacturing: 31 32
- Leisure & Hospitality: 71 72
- Child Care: 6244

ii. Grant Funds Use:

- Maintenance of existing equipment and facilities
- COVID-19 mitigation and infection prevention measures
- Payroll costs
- Lost pay and benefits for returning employees

3. Grantee Responsibilities: Grantee understands and agrees to comply with Section 603(c) of the Social Security Act, regulations as promulgated by the Department of Treasury (31 CFR Part 35) as amended; Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions promulgated by the U.S. Department of the Treasury, as amended; and Compliance and Reporting Guidance – State and Local Fiscal Recovery Funds as promulgated by the U.S. Department of the Treasury, as amended.
4. Indemnification: The Grantee shall indemnify, defend, and hold harmless the County and its officers, officials, agents and employees from all claims, suits, or actions of any nature arising out of or related to the activities of the Grantee, its officers, subcontractors, agents, or employees under this Agreement. The Grantee shall indemnify, defend, and hold harmless the Grantor and its officers, officials, agents and employees from all claims, suits, or actions of any nature arising out of or related to the activities of the Grantee, its officers, subcontractors, agents, or employees under this Agreement.

Grant Funds. The Grantor agrees to provide **[Insert Amount]** to the Grantee to be used for the eligible expenditures per Section 2.

5. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.
6. Records and Access; Audit; Ineligible Expenditures. The Grantee shall maintain adequate records to use of Grant Funds. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Grantee. The Grantor or any of its duly authorized representatives shall have access at reasonable times to any books, documents,

papers and records of the Grantee which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by Snohomish County or Grantor with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible expenses and for which payment has been made to the Grantee, shall be refunded to the Grantor by the Grantee.

7. Publications. Any publication produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0194 awarded to Snohomish County by the U.S. Department of Treasury.”
8. Applicable Laws and Regulations. Grantee shall comply with existing applicable laws, ordinances, codes, regulations and policies of local, state and federal governments, as now or hereafter. Specific provisions applicable to the Grant Funds at attached in Exhibit A: Provisions Applicable to Grant Funds, by this reference incorporated herein.
9. Disclaimer. The United States has expressly disclaimed any and all responsibility or liability to Snohomish County or third persons for the actions of Snohomish County or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the award of Federal funds to Snohomish County under section 603(c) of the Act, or any Agreement or subcontract under such award.

Snohomish County expressly disclaims any and all responsibility or liability to the Grantee or third persons for the actions of the 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.

The Agreement does not in any way establish an agency relationship between or among the United States, Snohomish County, and the Grantee.

10. 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 county awards or contracts, and/or any other remedy available by law.
11. Debarment and Suspension Certification. Entities that are debarred, suspended, or proposed for debarment, by the U.S. Government are excluded from receiving federal funds. 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 Grantor 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/>.

12. Repayment of Funds; Recoupment. If Grantee has unspent grant proceeds on hand as of September 30, 2024, Grantee shall return all unspent grant proceeds to the Grantor (for return to Snohomish County) 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 authorities set forth in Section 3, Grantee shall return funds to Grantor (for return to Snohomish County) in the amount determined to be ineligible. Grantee further agrees that it is financially responsible for and will repay the Grantor (for repayment to Snohomish County) 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 County shall not be diminished or extinguished by the termination of the Agreement.

Snohomish County, any of its duly authorized representatives, and the Grantor shall have access at reasonable times to any books, documents, papers and records of the Grantee that are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by Snohomish County or the Grantor with applicable laws.

13. Termination. Upon ten (10) day's notice, the Grantor may terminate this Agreement for convenience, in which case the Grantor shall pay the Grantee for any eligible expenses reasonably and directly incurred by the Grantee prior to receipt of the termination notice. Any unspent Grant Funds shall be immediately returned to the Grantor.
14. Public Records Act. Grantee agrees that receipt of public funds may mean that all records associated with this Agreement are public records under chapter 42.56 RCW. To the extent that records in the custody of the Grantee are needed by either Snohomish County or the Grantor to respond to a public records request, the Grantee agrees to make such records promptly available.

Neither Snohomish County nor the Grantor assumes any obligation on behalf of the Grantee to claim any exemption from disclosure under chapter 42.56 RCW. Neither Snohomish County nor the Grantor shall be liable to the Grantee for releasing records in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Grantee shall maintain adequate records to support receipt of Grant Funds and shall maintain those records for a period of seven (7) years after completion of this Agreement.

[signature page follows]

SIGNATURE PAGE

GRANTEE: _____ (Grantee Business Name) _____ Signature _____ Title Notice Address: _____ _____ <u>UNIQUE ENTITY ID NUMBER:</u> _____ LOCATION OF SERVICE: _____ _____	GRANTOR: <u>Ventures</u> _____ (Grantor Name) _____ Signature _____ Title Notice Address: <u>2100 24th Ave S. Suite 380</u> <u>Seattle, WA 98144</u> _____
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Exhibit A: Provisions Applicable to Grant Funds

A. Federal Regulations

1. Governmentwide Requirement for Drug-Free Workplace, 31 CFR Part 20.
2. New Restrictions on Lobbying, 31 CFR Part 21.
3. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC §§ 4601-4655) and implementing regulations.
4. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671) and the Federal Water Pollution Control Act (33 USC §§ 1251-1387) as amended.
5. Hatch Act (5 USC §1501 and §§ 7324-7328), which limits certain political activities of federal employees as well as certain other employees who work with federal funding programs.

B. Protections for Whistleblowers

1. In accordance with 41 USC § 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 agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an agreement) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for agreement or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of Grantee or its subcontractors who has the responsibility to investigate, discover, or address misconduct.
3. Grantee shall inform its employees in writing of the rights and remedies provided under this subsection, in the predominant native language of the workforce.

C. 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 their employees when operating company-owned, rented or personally owned vehicles.

D. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 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.

E. Nondiscrimination

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

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

By execution of this Agreement, Grantee certifies:

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

2. The Fair Housing Act, Title VII-IX of the Civil Rights Act of 1968 (42 USC § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
4. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23, which prohibit

discrimination on the basis of age in programs or activities receiving federal financial assistance; and

5. The American with Disabilities Act of 1990, as amended (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.