

Snohomish County Office of Recovery and Resilience

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



CONTRACT SPECIFICS	Contract Number: CLFR-035a Maximum Contract Amount: \$1,000,000								
	Title of Project / Service: Port of Everett								
	Start Date: 01/01/2022 End Date: 12/31/2023 Status Determination: Subrecipient								
CONTRACTING ORGANIZATION	Agency Name: Port of Everett								
	Address: 1205 Craftsman Way #200								
	City, State & Zip: Everett, WA 98021 IRS Tax No. / EIN: 91-6001924								
	Contact Person: Lisa Lefebber Unique Entity Identifier: HBLLB16JMNL3								
	Telephone: 425-388-3164 Email Address: lisal@portofeverett.com								
FUNDING SPECIFICS	Funding Authority: U.S. Department of the Treasury								
	CFDA No. & Title: 21.027 Corona Virus State and Local Fiscal Recovery Funds								
	Funding Specifics: American Rescue Plan Act 2021, PL-117-2 sec. 9901								
	Federal Agency: U.S. Treasury Federal Award ID No: DNA Federal Award Date: 05/11/2021								
COUNTY	<table border="0"> <tr> <td>Program Division</td> <td>Contact Person</td> <td>Contact Email</td> <td>Contact Phone</td> </tr> <tr> <td>Office of Recovery & Resilience</td> <td>Jessica Ruhle</td> <td>jessica.ruhle@snoco.org</td> <td>425-359-8978</td> </tr> </table>	Program Division	Contact Person	Contact Email	Contact Phone	Office of Recovery & Resilience	Jessica Ruhle	jessica.ruhle@snoco.org	425-359-8978
	Program Division	Contact Person	Contact Email	Contact Phone					
Office of Recovery & Resilience	Jessica Ruhle	jessica.ruhle@snoco.org	425-359-8978						

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

General Terms and Conditions, maintained on file at the Office of Recovery and Resilience

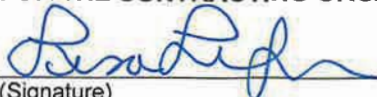
CLFR Final Regulations	Attached as Exhibit A	Lobbying Certification	Attached as Exhibit D
Statement of Work ARPA SLFR	Attached as Exhibit B	Civil Rights Assurances Certification	Attached as Exhibit E
Cost Reimbursement Budget	Attached as Exhibit C	Invoice with Certification	Attached as Exhibit F


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

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

FOR THE CONTRACTING ORGANIZATION:

FOR SNOHOMISH COUNTY:


 (Signature) _____
 CEO/Executive Director
 (Title) _____
 12/12/2022
 (Date)


 (Signature) _____
 3/2/23
 (Date)

**CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS INTERLOCAL AGREEMENT
WITH PORT OF EVERETT**

This CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS INTERLOCAL AGREEMENT (the “Agreement”) is entered into **this 12th day of December 2022**, between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the Port of Everett, a port district authorized and organized under chapter 53.04 RCW (“Subrecipient”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, on March 10, 2021, the United States Congress passed the American Rescue Plan Act of 2021 (“ARPA”) in response to the COVID-19 pandemic and its effects,

WHEREAS, Section 9901 of ARPA adds section 602 and 602 to the Social Security Act; and

Whereas, Section 603 of the Social Security Act creates a Coronavirus Local Fiscal Recovery Fund; and

WHEREAS, the United States Department of Treasury provided direct relief to units of local government through the Coronavirus Local Fiscal Recovery Fund (“CLFR”); and

WHEREAS, Snohomish County has received CLFR funds from the United States Department of Treasury; and

WHEREAS, Section 603(c)(3) of the Social Security Act and Department of Treasury guidelines allow the County to transfer funds to a special purpose district of State or local government as a subrecipient; and

WHEREAS, both the County and the Port of Everett are public agencies under chapter 39.34 RCW; and

WHEREAS, RCW 36.01.085 states that economic development programs are a public purpose for counties in Washington state; and

WHEREAS, chapter 53.04 RCW authorizes the Port of Everett to operate rail or motor vehicle transfer and terminal facilities, water transfer and terminal facilities, air transfer and terminal facilities, or any combination of such transfer and terminal facilities, and other commercial transportation, transfer, handling, storage and terminal facilities, and industrial improvements; and

WHEREAS, the County recognizes the Port of Everett is important to economic development in Snohomish County; and

WHEREAS, the County desires to provide the Port of Everett with **\$1,000,000.00** as a subrecipient of federal funds to provide government services in compliance with chapter 53.04 RCW.

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 the Port of Everett 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 government services 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. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website ("Effective Date"). Notwithstanding the Effective Date, this Agreement shall govern the Project set forth in Exhibit B beginning on **January 1, 2022**. This Agreement shall terminate on **December 31, 2023**, 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 Subrecipient shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than **December 31, 2023**, PROVIDED, HOWEVER, that the County's obligations after **December 31, 2022** are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Funds. The County agrees to provide up to **\$1,000,000.00** 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 **December 31, 2023**. Any invoice received after **December 31, 2023**, 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 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 **\$1,000,000.00** 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: Jessica Ruhle
Title: Regional Grant & Contract Planner
Department: Executive Office of Recovery and Resiliency
Telephone: (425) 359-8978
Email: jessica.ruhle@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 entire project undertaken by or on behalf of Subrecipient, including but not limited to all services and/or deliverables. 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 the project, including 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 entire project, including but not limited to 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 contactor 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: Kara Main-Hester
(425) 422-0632

If to the Subrecipient: Port of Everett
1205 Craftsman Way #200
Everett, WA 98021
Attention: Lisa Lefeber
(425) 388-3164

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. Prevailing Wage. Recipient shall comply with Washington State Prevailing Wage laws. For work financed under this Agreement, Recipient shall pay their laborers and mechanics at wage rates not less than those prevailing on similar construction in the locality in accordance with 39.12 RCW pertaining to payment of state prevailing wages on public works projects. For work financed under this Agreement, Recipient shall require all contractors and subcontractors to comply with RCW 49.28.060 and 49.28.065. Recipient shall file and ensure that any subcontractor file with Department of Labor and Industries a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid. Compliance with this section is material to this Agreement, any breach of this Section is cause for County termination under **Section 21** of this Agreement.

34. No Separate Entity Necessary/Created. The parties agree that no separate legal or administrative entities such as a joint board are necessary to carry out this Agreement.

35. Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

36. Administrators. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals.

County's Initial Administrator: **Kara Main-Hester, Chief Recovery Officer**

Port of Everett Initial Administrator: **Lisa Lefeber, CEO/Executive Director**

37. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SNOHOMISH COUNTY:

[Signature] 3/2/2023
County Executive Date

PORT OF EVERETT:

[Signature] 12/12/2022
Date

Name: Lisa Lefebber _____
Title: CEO _____

Approved as to insurance and indemnification provisions:

Risk Management Date

Approved as to form only:

[Signature] 12/2/2022
Legal Counsel to the Contractor Date

Approved as to form only:

Deputy Prosecuting Attorney Date

COUNCIL USE ONLY	
Approved	<u>3/1/2023</u>
ECAF #	<u>2022-1300</u>
MOT/ORD	<u>Ordinance 23-006</u>

EXHIBIT A

CLFR TERMS AND CONDITIONS

PORT OF EVERETT PERSONNEL AND OPERATIONS 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 for Personnel and Operations Project as set forth in Exhibit B of the Agreement. These CLFR Terms and Conditions apply to the Subrecipient’s provision of Personnel and Operations Project, for which the County has agreed to pay an amount not to exceed \$1,000,000. 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 Contractor 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. 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.

F. 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.

G. 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 Subrecipient under the Public Records Act, chapter 42.56 RCW.

H. 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 Contractor to bring the Agreement into compliance.

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

I. 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.

J. 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.

K. 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 Contractor. 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 be 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 Contractor shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand. No exercise of the County of the right to demand repayment of funds by the 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 Contractor 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 Contractor 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 Contract. Each party will carry out its obligations under this Contract diligently and in good faith.

EXHIBIT B

PORT OF EVERETT PERSONNEL AND OPERATIONS PROJECT

I. PROJECT SUMMARY

Project Name: Port of Everett Personnel and Operations

Identification Number: CLFR-035a

Project Expenditure Category (EC): EC 6.1 - Provision of Government Services

Project Overview [50-250 words]

This program supports staffing and related benefits at the Port of Everett to support the Port's public purpose of the operation of rail or motor vehicle transfer and terminal facilities, water transfer and terminal facilities, air transfer and terminal facilities, or any combination of such transfer and terminal facilities, and other commercial transportation, transfer, handling, storage and terminal facilities, and industrial improvements.

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

Data elements to be collected include:

- Payroll data of staff whose salary and benefits are supported by these funds
- Position descriptions of staff who are supported with these funds

II. STATUTORY ELIGIBLE USE

The Project complies with the following Statutory Eligible Use: For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency.

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
Quarterly Performance Progress Report	Report on the above data elements for each quarter as well as cumulatively	Jan 10, 2023 April 10, 2023 July 10, 2023 Jan 10, 2024
Annual Performance Progress Report	Report on the above data elements for each quarter as well as cumulatively	July 10, 2023 Jan 10, 2024
Agreement Close Out Performance Report	Close out report on the above data elements for the duration of the Agreement	Jan 10, 2024

IV. PROJECT DESCRIPTION

A. Services

1. The service area is Snohomish County.
2. Service location(s):
 - a. Port of Everett 205 Craftsman Way #200 Everett, WA 98201
3. The Subrecipient Shall:
 - a. Employ staff members to support the operation of rail or motor vehicle transfer and terminal facilities, water transfer and terminal facilities, air transfer and terminal facilities, or any combination of such transfer and terminal facilities, and other commercial transportation, transfer, handling, storage and terminal facilities, and industrial improvements.

B. Performance Requirements

The Subrecipient shall:

1. Meet all requirements as outlined in the Snohomish County Coronavirus Local Fiscal Recovery Funds Terms and Conditions referenced on the face page of this Contract;
2. Report on the following Key Performance Indicators:
 - a. Number of staff whose salary and benefits are supported by these funds;

- b. Number of new hires whose salary and benefits are supported by these funds;
 - c. Payroll data of staff whose salary and benefits are supported by these funds
 - d. Position descriptions of staff who are supported with these funds
3. Cooperate with the County in monitoring activities a minimum of once per year or more as deemed appropriate by the County.

C. Documentation

The Subrecipient shall:

1. Ensure all ARPA requirements for documentation are met. All individual files for individuals accessing County funding shall require the same documentation;
2. Submit a quarterly summary report by the 10th day of the month following the previous quarter that outlines the following Key Performance Indicators as outlined in Section IV.B.11.a above: Number of staff whose salary and benefits are supported by these funds, Number of new hires whose salary and benefits are supported by these funds, Payroll data of staff whose salary and benefits are supported by these funds, Position descriptions of staff who are supported with these funds;
3. Provide data regarding individuals and/or programs as requested by the County; and
4. 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.

D. Fiscal Management

The Subrecipient shall:

1. Seek reimbursement for eligible expenditures that incur between January 1, 2022 through December 31, 2023 and are included in the Approved Contract Budget Exhibit C;
2. Assure that accurate and appropriate documentation is maintained to support the provision of each incurred expense;

3. Reimbursement shall be provided pursuant to the Exhibit B. The Subrecipient shall submit, in a format prescribed by the County, an invoice detailing, on a monthly basis, all reimbursable costs associated with the Project based on the Exhibit C.

Use of funds available under this Contract will be reviewed monthly. The Subrecipient certifies that the work to be performed under this Contract does not duplicate any work to be charged against any other contract, subcontract, or source.

EXHIBIT C
CONTRACT BUDGET - COST REIMBURSEMENT
PORT OF Everett PERSONNEL AND OPERATIONS GRANT

AGENCY NAME: Port of Everett
CONTRACT PERIOD: 1/1/2022 to 12/31/2023

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds		\$ 1,000,000		\$ 1,000,000
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 1,000,000	\$ -	\$ 1,000,000

MATCHING RESOURCES:

TOTAL MATCHING RESOURCES: \$ -

MATCH REQUIREMENTS FOR CONTRACT: % _____ AMOUNT: _____

OTHER PROGRAM RESOURCES (Identify):

SOURCE	FUNDING PERIOD	AMOUNT
TOTAL OTHER RESOURCES:		\$ -

EXPENDITURES

CATEGORY	FUND SOURCE ARPA	TOTAL	MATCHING RESOURCES	OTHER RESOURCES
Salaries/Wages	\$ 710,385.88	\$ 710,385.88		
Benefits	\$ 289,614.12	\$ 289,614.12		
Supplies/Minor Equip.		-		
Prof. Services		-		
Postage		-		
Telephone		-		
Mileage/Fares		-		
Meals		-		
Lodging		-		
Advertising		-		
Leases/Rentals		-		
Insurance		-		
Utilities		-		
Repairs/Maint.		-		
Client Flex Funds		-		
Client Rent		-		
Printing		-		
Dues/Subscrip.		-		
Regs./Tuition		-		
Machinery/Equip.		-		
Administration		-		
Indirect		-		
Occupancy		-		
Miscellaneous		-		
Misc. Construction		-		
Acquisition		-		
Relocation		-		
TOTAL	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -

EXPENDITURE NARRATIVE

AMOUNT	CATEGORY	NARRATIVE (provide justification describing each category supported with funds awarded under this contract)
\$ 710,386 289,614	Salaries/Wages Benefits	
\$ 1,000,000	TOTAL	

DETAIL SALARIES / WAGES

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

TOTAL: \$0

NOTE: Above figures may reflect rounding

Does Not Match Total From Expenditures Page

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: Port of Everett

By: Lisa Lefeber [Signature]

Title: CEO

Date: December 12, 2022

DISCLOSURE OF LOBBYING ACTIVITIES

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: Tier <u>1</u> , if known : Port of Everett 1205 Craftsman Way, Suite 200 Everett, WA 98201 Congressional District, if known : WA-02	5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime: Snohomish County Office of Recovery and Resilience 3000 Rockefeller Avenue, M/S 407 Everett, WA 98201 Congressional District, if known : 01.02.07	
6. Federal Department/Agency: U.S. Department of the Treasury	7. Federal Program Name/Description: American Rescue Plan Act 2021, PL-117-2 sec. 9901 CFDA Number, if applicable: <u>21.027</u> Corona Virus State and Local Fiscal Recovery Funds	
8. Federal Action Number, if known :	9. Award Amount, if known : \$1,000,000.00	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): Crossroads Strategies 800 North Capital St. NW Suite 800 Washington D.C. 20002 (attach Continuation Sheet(s) SF-LLLA, if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): Hancock, Shay	
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: Lisa Lefeber Title: CEO Telephone No.: <u>(425)259-3164</u> Date: December 12, 2022		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Federal Use Only:		

EXHIBIT E

CIVIL RIGHTS ASSURANCES CERTIFICATION
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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, tranferees, and assignees:

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

6. 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 assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

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: **Port of Everett**

By: **Lisa Lefeber**  _____

Title: **CEO** _____

Date: **December 12, 2022** _____

Invoice Number _____
 PO Number _____

Exhibit F - INVOICE

Send to: Office of Office of Recovery and Resilience
 Snohomish County -3000 Rockefeller, M/S 407, Everett, WA 98201

Amount of Payment: \$ _____

Subrecipient Name and Address: Port of Everett 1205 Craftsman Way #200 Everett, WA 98201	Contract #:	CLFR-035a
	Project Title:	Port of Everett
	Contract Manager:	Jessica Ruhle
	Time Period:	_____ To: _____

AUTHORIZING SIGNATURE: _____ **DATE:** _____

SUB OBJ	Account Title	Current Expenditures	Contract To Date Expenditures	Contract Budget	Budget Balance
10	Salaries/Wages				
20	Personnel Benefits				
TOTALS					

CONTRACTING SUBRECIPIENT MATCHING FUNDS:	REVIEWED FOR PAYMENT:
CURRENT PERIOD: \$ _____	
CONTRACT TO DATE: \$ _____	
	AUTHORIZED FUND:

ATTACH: SUBRECIPIENT CERTIFICATION FORM

SNOHOMISH COUNTY
OFFICE OF RECOVERY AND RESILIENCE
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 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: **Port of Everett**

By: _____

Name and Title: _____

Date: _____