

**ATTACHMENT A**  
**FEDERAL AWARD TERMS & CONDITIONS**

1. **Contractor understands and agrees that funds provided under this Contract may come from a federal source and agrees to comply with any and all additional applicable terms.**
  - A. Contractor Capacity. Contractor agrees and confirms that it has the institutional, managerial, and financial capacity to ensure proper planning, management, and completion of the Contract.
  - B. Technical Assistance. If, at any time, Contractor believes its capacity is compromised or Contractor otherwise needs any sort of assistance, it SHALL immediately notify the County. The County will make best efforts to provide timely technical assistance to the Contractor to bring the Contract into compliance.
  - C. Compliance with Applicable Act. Contractor understands and agrees that funds provided under this Contract may only be used, as applicable, in compliance with section 603(c) of the Social Security Act (the “Act”), as added by section 9901 of the American Rescue Plan Act, the Coronavirus State and Local Fiscal Recovery Fund (“CLFR”), the U.S. Department of Treasury’s (“Treasury’s”) regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - D. Definitions. The term “Contractor” shall refer to a Contractor or Subrecipient, as determined in the County’s sole discretion and referenced in the FAIN table cover page.

2. **Contract Services and Requirements, and Incorporated Exhibits.**

The Contractor shall provide services and meet the requirements included in this Contract and in the following attached exhibits, each of which is incorporated herein by this reference:

EXHIBIT NAME	EXHIBIT NUMBER
Federal Award Identification Number Table	Attachment A.1
Civil Rights Certification	Attachment A.2
Lobbying Certification	Attachment A.3.a
Lobbying Disclosure Form	Attachment A.3.b
Cost Certification	Attachment A.4

- A. Scope of Eligible Expenditures. Funds shall only be used to pay or reimburse eligible expenditures as described in the Exhibit (Scope of Work). No funds may be used to pay or reimburse expenditures reimbursed under any other federal or state program, or from any other third-party source.

- B. **Contractor Responsibilities.** The funds provided under the Contract may come from a federal source. Contractor agrees to administer the Contract consistent with the terms and conditions of this Contract, in accordance with section 603(c) of the Act, the Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing, as well as any other applicable federal statutes, executive orders, regulations and interpretive guidance. As part of the invoicing process, the Contractor shall provide the County with a "Cost Certification" that funding of this Contract was used for eligible expenditures. Contractor shall also provide the County with a "Civil Rights Certification" prior to starting work/prior to payment for work authorized by this Contract.
- C. **Reports.** Contractor shall provide the County with the following reports:
- i. Monthly Expenditure Report
  - ii. Payment Request Report
  - iii. Closeout Report
3. **Access to Records.** The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Contractor in order to conduct audits or other investigations, and may request additional information for the administration of the award, or as may be necessary or appropriate, including as may be necessary to prevent evasions of the requirements of the award.
4. **False Statements.** Contractor understands that making false statements or claims in connection with this Contract 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 or county awards or contracts, and/or any other remedy available by law.
5. **Publications.** Any publications produced with funds from this Contract must display the following language: *"This project is supported, in whole or in part, by federal award number SLFRP0152 awarded to King County by the U.S. Department of the Treasury."*
6. **Debts Owed the Federal Government.**
- A. Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of the award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) 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 Contractor shall constitute a debt to the federal government.
  - B. Any debts determined to be owed the federal government must be paid promptly by recipient. 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 recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

7. **Uniform Guidance Compliance.**

- A. **Remedial Actions.** In the event of Contractor's noncompliance with section 603(c) of the Act, Treasury's regulations implementing that section, guidance issued by Treasury regarding the foregoing, or any other applicable federal statutes, executive orders, regulations or interpretive guidance, Treasury may take available remedial actions as set forth in 2 C.F.R. 200.339 and may pursue recoupment as provided under 31 CFR Part 35.10.
- B. **Recoupment.**
- i. Contractor agrees that it is financially responsible for and will repay the County any and all indicated amounts following an audit exception which occurs due to Contractor's failure, for any reason, to comply with the terms of this Contract. This duty to repay the County shall not be diminished or extinguished by the termination of the Contract.
  - ii. In the event of a violation of section 603(c) of the Act, the funds shall be subject to recoupment by the County.
  - iii. Any funds paid to Contractor (1) in excess of the amount to which Contractor is authorized to retain under the terms of the Contract; (2) that are determined by the Treasury Office of Inspector General to have been misused; (3) are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act; or (4) are otherwise subject to recoupment by the County and have not been repaid by Contractor to the County shall constitute a debt to the County.
  - iv. Any debts determined to be owed the County must be paid promptly by the Contractor. A debt is delinquent if it has not been paid by the date specified in the County's initial written demand for payment, unless other satisfactory arrangements have been made or if the County knowingly or improperly retains funds that are a debt. The County will take any actions available to it to collect such a debt.
- C. **Return of Unused Funds.** If Contractor has any funds that have not been expended as of the earlier of the termination of this Contract or December 31, 2026, Contractor shall return all unspent funds to the County within ten (10) calendar days.

8. **Disclaimer.**

- A. The United States expressly disclaims any and all responsibility or liability to recipient or third persons for the actions of recipient 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 contract, or subcontract under this award.
- B. The acceptance of this award by recipient does not in any way establish an agency relationship between the United States and recipient.

9. **Protection for Whistleblowers.**

- A. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- B. The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- C. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

11. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor 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.

12. **Conflict of Interest.** Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Contractor and Subrecipients must disclose in writing any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. Pursuant to this requirement, decisions concerning funds provided under this Contract must be free of undisclosed personal or organizational conflicts of interest, both in fact and in appearance. Furthermore, no

employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if they have a real or apparent conflict of interest, or may use their control over the funds for their own private gain.

13. **Applicable Law.**

- A. This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.
- B. Contractor agrees to comply with the requirements of section 603 of the Act, the Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for compliance with the Act, section 603 of the Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to this Contract.
- C. Federal regulations applicable to this award include, without limitation, the requirements set forth in Section 14, each of which is incorporated by reference herein, as applicable.

14. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,**

A. 2 C.F.R. Part 200, including the following:

Subpart A, Acronyms and Definitions;  
Subpart B, General Provisions;  
Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;  
Subpart D, Post-Federal Award Requirements;  
Subpart E, Cost Principles; and  
Subpart F, Audit Requirements.

And all appendices thereto including without limitation appendix II to Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

- i. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- ii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iii. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- iv. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - v. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vi. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - vii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - viii. Generally applicable federal environmental laws and regulations.
- B. Statutes and regulations prohibiting discrimination (which prohibit the denial of benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity)) applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's Implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; 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;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- C. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of federal employees, as well as certain other employees who work in connection with federally funded programs.

15. **Subaward Language.** Pursuant to 2 C.F.R. Part 200.332(a)(1), the County must make a determination whether the scope of work falls under a Subrecipient or Contractor relationship, or whether the funds are being provided for the purpose of directly benefitting the individual or entity as a result of experiencing a public health impact or negative economic impact of the COVID-19 pandemic, in which case the individual or entity is acting as a Beneficiary rather than a Subrecipient or Contractor. The non-Federal entity may concurrently receive Federal awards as a Recipient, a Subrecipient, a Contractor, and a Beneficiary, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a Subrecipient, a Contractor or a Beneficiary. The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

(a) Beneficiary. Awards or payments to individuals or entities that are direct Beneficiaries of a federal award are not considered payment to Subrecipients or Contractors. If the funds are provided to an individual or entity for the purpose of directly benefitting the individual or entity as a result of the individual or entity experiencing a public health impact or negative economic impact of the COVID-19 pandemic, the individual or entity is acting as a Beneficiary.

(b) Subrecipients. A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the Subrecipient. A Subrecipient does not include an individual or entity that is a Beneficiary of such award. Characteristics which support the classification of the non-Federal entity as a Subrecipient include when the non-Federal entity:

- (1) Determines who is eligible to receive what Federal assistance;
- (2) Has its performance measured in relation to whether objectives of a Federal program were met;
- (3) Has responsibility for programmatic decision making;
- (4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- (5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

(c) Contractors. A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the Contractor. A Beneficiary is not a Contractor. Characteristics indicative of a procurement relationship between the non-Federal entity and a Contractor are when the Contractor:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;
- (3) Normally operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the Federal program; and

(5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

(d) Use of judgment in making determination. In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a Subrecipient, Contractor, or Beneficiary, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward, a procurement contract, or as funding provided to a Beneficiary.

If the pass-through entity determines that the scope of work falls under a Subrecipient relationship, all of the information below must be included in any subaward agreement (Attachment A.1), which is located in the Funding Overview of the Subrecipient's contract:

(i) Subrecipient agency name (which must match the name associated with its unique entity identifier)	
(ii) Subrecipient agency's unique entity identifier (i.e. UEI or DUNS)	
(iii) Federal Award Identification Number (FAIN) or Federal	SLFRP0152
(iv) Federal Award Date	March 18, 2021
(v) Subaward Period of Performance Start and End Date	
(vi) Subaward Budget Period Start and End Date	
(vii) Amount of Federal Funds Obligated to the Subrecipient agency by this action	
(viii) Total Amount of Federal Funds Obligated to the Subrecipient agency	
(ix) Total Amount of the Federal Award committed to the Subrecipient	
(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official	
(xii) Assistance Listing Number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the assistance listing number at time of disbursement	21.027 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
(xiii) Identification of whether the award is R&D	No
(xiv) Indirect cost rate for the Federal Award	
Is the agency a Subrecipient for the purposes of this agreement?	Yes/No

The sub-awardee must be in compliance with the below and must note the required information in their subaward agreements:

- (1) A requirement that the Subrecipient permit the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
- (2) Appropriate terms and conditions concerning closeout of the subaward.
- (3) All requirements imposed by the pass-through entity on the Subrecipient so that the Federal award is used in accordance with applicable Federal statutes, regulations, and executive orders, and in compliance with the Act (including without limitation section 603(c) of the Act), any interpretive guidance by other parties, and the terms and conditions of the Federal award;
- (4) Any additional requirements that the pass-through entity imposes on the Subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
- (5) Evaluate each Subrecipient's risk of noncompliance with Federal statutes, executive orders, regulations, interpretive guidance, and the terms and conditions of the subaward for purposes of determining the appropriate Subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
  - (a) The Subrecipient's prior experience with the same or similar subawards;
  - (b) The results of previous audits including whether or not the Subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
  - (c) Whether the Subrecipient has new personnel or new or substantially changed systems; and
  - (d) The extent and results of Federal awarding agency monitoring (e.g., if the Subrecipient also receives Federal awards directly from a Federal awarding agency).
- (6) Consider imposing specific subaward conditions upon a Subrecipient if appropriate as described in §200.207 Specific Conditions.
- (7) Monitor the activities of the Subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the Subrecipient must include:
  - (a) Reviewing financial and performance reports required by the pass-through entity.
  - (b) Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
  - (c) Issuing a management decision for audit findings pertaining to the Federal award provided to the Subrecipient from the pass-through entity as required by §200.521 Management Decision.
- (8) Depending upon the pass-through entity's assessment of risk posed by the Subrecipient (as described in paragraph (5) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- (a) Providing Subrecipients with training and technical assistance on program-related matters; and
  - (b) Performing on-site reviews of the Subrecipient's program operations;
  - (c) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (9) Verify that every Subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
- (10) Consider whether the results of the Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (11) Consider taking enforcement action against noncompliant Subrecipients as described in §200.338 Remedies for Non-compliance of this part and in program regulations.

[END OF FEDERAL TERMS AND CONDITIONS]

# ATTACHMENT A.1 FEDERAL AWARD IDENTIFICATION

**[PROGRAM NAME] – KING COUNTY**

(Pursuant to 2 CFR 200.332(a)(1))

(i) <b>Agency Name</b> <i>(which must match the name associated with its unique entity identifier)</i>	[Contractor's name]
(ii) <b>Agency's Unique Entity Identifier (UEI)</b>	[UEI, DUNS; or if no DUNS, TIN plus "DUNS in progress"]
(iii) <b>Federal Award Identification Number (FAIN)</b>	SLFRP0152
(iv) <b>Federal Award Date</b>	May 18, 2021
(v) <b>Subaward Period of Performance</b> <i>Start and End Date</i>	[enter Program Performance period dates]
(vi) <b>Subaward Budget Period</b> <i>Start and End Date</i>	[enter Program Performance period dates]
(vii) <b>Amount of Federal Funds obligated by this action by the pass-through entity to the Subrecipient</b>	[=Total \$\$ from this exhibit/amendment]
(viii) <b>Total Amount of Federal Funds obligated to the Subrecipient by the pass-through entity including the current financial obligation</b>	[= the amount in (vii) + other previous Exhibits + any previous amendments under the unique FAIN]
(ix) <b>Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity</b>	[This is the total amount <b>COMMITTED</b> to the subgrantee's project or program. A commitment is not the same as an obligation so this entry should = the amount in (viii) + the amount (if any) that DCHS expects to award the Subrecipient in the future under this unique FAIN.]
(x) <b>Federal Award Project Description</b> <i>(as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))</i>	CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS – KING COUNTY
(xi) <b>Name of Federal Awarding Agency</b> <i>(pass-through entity, and contact information for awarding official of the pass-through entity)</i>	DEPARTMENT OF THE TREASURY King County Dwight Dively, King County Budget Director <a href="mailto:OESJCRFGrants@kingcounty.gov">OESJCRFGrants@kingcounty.gov</a>
(xii) <b>Assistance Listing CFDA Number and Name</b> <i>(the pass-through entity must identify the dollar amount made available under each Federal award and the assistance listing number at time of disbursement)</i>	21.027 – CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
(xiii) <b>Identification of whether the award is R&amp;D</b>	No
(xiv) <b>Indirect Cost Rate for the Federal Award</b> <i>(including if the de minimis rate is charged per § 200.414 Indirect (F&amp;A) costs)</i>	N/A
<b>Is the Agency a Subrecipient for the Purposes of this Agreement?</b> <i>[Yes = Subrecipient / No = Contractor or Beneficiary]</i>	Yes/No [Please select one. This review/determination is provided by Carla/Compliance]

**ATTACHMENT A.2**  
**King County Coronavirus Local Fiscal Recovery Fund**

**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**  
American Rescue Plan Act of 2021, section 9901

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

The Contractor understands and acknowledges that:

1. As a condition of receipt of federal financial assistance from the Department of the Treasury, with monies distributed through King County, the contractor named below (hereinafter referred to as the “Contractor”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans, and contracts to provide assistance to the Contractor’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.
2. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Contractor’s program(s) and activity(ies), so long as any portion of the Contractor’s program(s) or activity(ies) is federally assisted in the manner prescribed above

The Contractor certifies the following:

1. Contractor 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. Contractor 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). Contractor 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, Contractor 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. Contractor 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. Contractor agrees to consider the need for language services for LEP persons when Contractor 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. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. 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. Contractor 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 Contractor for the period during which it retains ownership or possession of the property.
7. Contractor 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 Contractor shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Contractor 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. Contractor also must inform the Department of the Treasury if Contractor has received no complaints under Title VI.
9. Contractor must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any

voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If the Contractor settles a case or matter alleging such discrimination, the Contractor must provide documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Contractor makes sub-awards to other agencies or other entities, the Contractor 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 that they are effectively monitoring the civil rights compliance of sub- recipients.
11. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT A.3.a**  
**King County Coronavirus Local Fiscal Recovery Fund**  
**LOBBYING CERTIFICATION**

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

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

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

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

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

**I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**ATTACHMENT A.4**  
**King County Coronavirus Local Fiscal Recovery Fund**  
**COST CERTIFICATION**

I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_, and  
[FIRST, LAST NAME] [TITLE] [ORGANIZATION]

I certify that:

1. I have authority and approval from the governing body on behalf of \_\_\_\_\_ [ORGANIZATION] to accept proceeds from the County per the Contract for COVID-19 recovery funds by and between the County and \_\_\_\_\_ [ORGANIZATION] from the County's allocation of the Coronavirus Local Fiscal Recovery Fund ("CLFR") as created by the American Rescue Plan Act of 2021, Section 9901 ("ARPA") for eligible expenditures included on the corresponding invoice voucher and incurred during the report period March 3, 2021 through December 31, 2026.
2. I understand that as additional federal regulations or interpretative guidance becomes available, an amendment to the Contract between the County and \_\_\_\_\_ [ORGANIZATION] may become necessary and agree to execute necessary amendments.
3. I understand the County will rely on this certification as a material representation in processing reimbursements or payment requests.
4. I understand the \_\_\_\_\_ [ORGANIZATION] receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced to the County upon request and may be subject to audit by the State Auditor.
5. I understand any funds provided pursuant to this certification cannot be used for expenditures for which the \_\_\_\_\_ [ORGANIZATION] has received any other funding whether state, federal or private in nature, for that same expense.

**I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date