

AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT AGREEMENT

Federal Award Assistance Listing No. 21.027 – Coronavirus State and Local Fiscal Recovery Funds

THIS AGREEMENT (“Agreement”) is entered into between the City of Redmond, a Washington municipal corporation (“City”), and **OneRedmond** (“Subrecipient”) for the purposes set forth hereinafter.

RECITALS

WHEREAS, the City has received funds from the United States Department of the Treasury pursuant to Sections 602 and 603 of the Social Security Act, which implements Section 9901 of the American Rescue Plan Act (“ARPA”), Subtitle M of Pub. L. 117-2; and

WHEREAS, Subrecipient is a non-Federal entity that has requested funds from the City in order to carry out programs or activities that are eligible for ARPA funding and that the City has determined will benefit Redmond residents or businesses; and

WHEREAS, the City and Subrecipient wish to set forth the terms and conditions under which the City will pass-through ARPA funds to Subrecipient to carry out the specified programs and activities.

NOW, THEREFORE, the City and Subrecipient agree as follows:

1. Scope of Programs and Activities. Subrecipient shall undertake and complete the programs and activities described on Attachment A to this Agreement. Subrecipient shall complete the programs and activities in a manner satisfactory to the City and consistent with the terms and conditions of this Agreement and applicable Federal statutes and regulations, including but not limited to, ARPA and the US Treasury Guidance *Interim Final Rule* on the “Coronavirus State and Local Fiscal Recovery Funds,” 86 Fed. Reg. 26786, 26787. If the *Interim Final Rule* is replaced with a permanent final rule during the term of this Agreement, Subrecipient shall also comply with such final rule.

2. Time of Performance. The programs and activities described on Attachment A shall begin on September 19, 2023 and end on December 31, 2023, unless terminated earlier as provided in this Agreement.

3. Administrative Cost and Grant Disbursement

A. The City will fund Subrecipient for allowable costs incurred described on Attachment A in an amount not to exceed **\$ 570,000**. All funds provided by the City under this Agreement shall be used solely for the programs and activities described on Attachment A. This includes \$50,000 for subrecipients administration and program development, \$20,000 for subcontracts with community-based organizations to promote to diverse

businesses, and \$500,000 to be directly awarded to businesses. The \$50,000 for administration and program development and the \$20,000 for subcontracts with community-based organization shall be paid by the City on a reimbursement basis as expenses are incurred, subject to receipt of invoices detailing the expenditures as provided below. The \$500,000 for direct business grants will be disbursed to Subrecipient after grants are awarded to businesses and grant contracts are signed. Subrecipient must provide a list of businesses to receive the grant for funds to be disbursed.

B. ARPA requires that all funds be obligated no later than December 31, 2024 and expended no later than December 31, 2026. Subrecipient therefore understands that if this Agreement provides for programs and activities to be undertaken by Subrecipient after December 31, 2024, Subrecipient will be entitled to receive reimbursement for such programs and activities only if (i) the programs and activities are listed on Attachment A; and (b) request for reimbursement is submitted to the City no later than September 1, 2026, to enable the City to properly audit the request and make payment prior to the December 31, 2026 deadline. The City will not reimburse Subrecipient for any expenses not incurred and submitted in a timely manner in compliance with ARPA.

C. All requests for reimbursement shall be on forms provided and approved by the City and shall be supported by properly executed payrolls, time records, invoices, vouchers, receipts, or other official documentation, as evidence of the nature and propriety of the charges. Only those costs directly related to this Agreement shall be paid. The amount of each request shall be limited to the amount needed for payment of eligible costs.

D. The Subrecipient shall also:

i. Register and maintain an updated profile on the System for Award Management (SAM).

ii. Maintain an effective system of internal fiscal control and accountability for all ARPA funds and all property, services, and equipment procured with ARPA funds, and ensure that the same are used solely for the purposes authorized by this Agreement.

iii. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item(s) from which the money was expended, as reflected in Subrecipient's accounting records.

iv. Maintain payroll, financial, and expense reimbursement records for a period of six (6) years after receipt of final payment under this Agreement.

v. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City, the Washington State Auditor's Office, and the U.S. Department of Treasury at any time during normal business hours and as often as deemed necessary by such agencies.

vi. Inform the City concerning any funds allocated to the Subrecipient as provided in Section 3(A) that the Subrecipient anticipates will not be expended during the term of this Agreement and permit the reassignment of the same by the City to other Subrecipients or the use by the City in accord with ARPA.

vii. Repay the City any funds in its possession at the time of the termination of this Agreement that have not been expended or obligated under a non-cancellable contract as of the date of termination.

viii. Maintain complete records concerning the receipt and use of all program funds.

E. As required by 2 C.F.R. §200.415(a), any request for reimbursement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and that 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 claims or otherwise. (U.S. Code Title 18, Sections 1001 and Title 31, Sections 3729-3730 and 3801-3812).” No reimbursement will be made until the certification is provided.

F. If the City or the U.S. Department of the Treasury determines that any funds were expended by the Subrecipient for unauthorized or ineligible purposes or that the expenditures constitute disallowed costs in any other way, the City may order Subrecipient to repay the same. The Subrecipient shall remit the disallowed amount to the City within thirty (30) days after written notice of the disallowance.

4. Reports.

A. Consistent with 2 C.F.R. §200.328, the Subrecipient shall provide the City with quarterly reports and a close-out report. These reports shall be in a form acceptable to the City and shall include the current status and progress of the Subrecipient in providing the programs and activities described in Attachment A and in expending the total award amount described in Section 3(A) above.

B. Quarterly reports are due to the City no later than fifteen (15) days after the end of each calendar quarter during which this Agreement is effective. Quarterly reports shall be submitted each quarter until submission of the close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

C. The close-out report is due fifteen (15) days after the time of performance specified in Section 2 ends. The close-out report shall provide a complete list of expenditures related to this Agreement made by Subrecipient and reimbursed by the City, and may group such expenditures by allocation category, if applicable. The close-out report shall also provide a narrative describing the goals and objectives of the programs and activities funded under this

Agreement and the extent to which such goals and objectives were met or not met by Subrecipient. The close-out report shall contain the certification required by Section 3(D) above.

5. Compliance with Laws. Subrecipient shall comply with all local, state, and Federal laws, rules, regulations, and requirements and all provisions of this Agreement, which includes, but is not limited to, compliance with the provisions of ARPA, the US Treasury Guidance *Interim Final Rule* on the “Coronavirus State and Local Fiscal Recovery Funds,” any permanent final rule adopted by the U.S. Department of the Treasury related to ARPA, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements to Federal Awards, 2 CFR Part 200, including additions and exceptions made by Treasury, 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, 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, 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, Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations, and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions related to the ARPA program.

6. Debarment and Suspension. As required by Executive Order 12549 and implemented at 2 CFR Parts 180 and 3185, Subrecipient and its undersigned signatory certifies, to the best of its knowledge and belief, that neither Subrecipient, nor any of its principals or officers:

A. are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. have within a three-year period preceding entry into the Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, or in connection with a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (B) of this section; or

D. have within a three-year period preceding entry into the Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

Subrecipient further agrees that it will not enter into any contract to be funded in whole or in part under this Agreement with any contractor who is ineligible to enter into government contracts for any of the reasons described above and will require all contractors retained by Subrecipient to provide a certification equal to that of Subrecipient above.

7. **Lobbying.** Subrecipient and its undersigned signatory certify, to the best of their knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient or its undersigned signatory, 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 a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

B. If any funds other than appropriated Federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the Service Provider or its undersigned signatory) 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 Subrecipient or its undersigned signatory shall request, complete, and submit U.S. Small Business Administration Standard Form LLL: "Disclosure of Lobbying Activities," in accordance with its instructions.

C. Subrecipient shall require that the following certification be included in the award documents of all subawards of all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and Subrecipients and all recipients of subawards certify and disclose accordingly:

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. 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.

8. **Compliance with Non-Discrimination Laws.**

A. During the performance of the Agreement, the Subrecipient, for itself, its subcontractors, subgrantees, assignees, and successors in interest, assures that it currently complies and will in the future comply with the following laws and regulations:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21, Subchapter V § 2000d through 2000d-4a) which prohibits exclusion from participation, denial of benefits of, or subject 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.

- ii. Civil Rights Restoration Act of 1987 (Public L. 100-259), which specifies that recipients of federal funds must comply with civil rights laws in all areas, not just in the particular program or activity receiving federal funding.
- iii. Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324), which prohibits discrimination on the basis of sex (if work performed by Subrecipient relates to a “federal-aid highway” as defined in 23 U.S.C. § 101).
- iv. Fair Housing Act, Title VIII of the Civil Rights Act of 1964 (42 U.S.C. § 3601 *et seq.*), which protects people from discrimination when they are renting or buying a home, getting a mortgage, seeking housing assistance, or engaging in other housing-related activities.
- v. Americans with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101, *et seq.*), which prohibits discrimination on the basis of disability).
- vi. Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794), which prohibits discrimination on the basis of disability).
- vii. Age Discrimination Act of 1975 (42 U.S.C Chapter 76 § 6101, *et seq.*), which prohibits discrimination on the basis of age).
- viii. 23 CFR Part 200, implementing regulations for Title VI of the Civil Rights Act of 1964.
- ix. 9 CFR Part 21, implementing regulations for nondiscrimination in Federally-assisted transportation programs, if applicable.
- x. 49 CFR Part 26, which provides for participation of disadvantaged businesses in US Department of Transportation financial assistance programs, if applicable.
- xi. RCW Chapter 49.60, the Washington Law Against Discrimination, which prohibits discrimination on the basis of race, color, creed, religion, sex, honorably discharged veteran or military status, sexual orientation, 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, or national origin, citizenship or immigration status, or lawful business relationship.
- xii. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.
- xiii. Executive Order, 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP). Subrecipient agrees to consider the need for language services for LEP persons when conducting programs, services, and activities.
- xiv. Title IX of the Education Amendments of 1972 (20 U.S.C. § 681, *et seq.*) if the work performed by Subrecipient constitutes an education program or activity.

B. In addition, Subrecipient makes the following assurances of compliance with Title VI of the Civil Rights Act of 1964:

i. 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.

ii. 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 Subrecipient’s programs, services, and activities.

iii. 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.

iv. 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.

v. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 8.B.i through 8.B.iv above. The following provision is expressly included in this Agreement because it is required by ARPA, and Subrecipient agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Subrecipient and Subrecipient’s sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The subgrantee, 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 or, 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 part of this 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.

9. Increasing Seat Belt Use. Pursuant to Executive Order 13403, 62 FR 19217 (Apr. 17, 1997), Subrecipient should (and should encourage its subcontractors and subgrantees to) adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.

10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Subrecipient should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

11. Drug-Free Workplace. Subrecipient agrees to comply with the drug-free workplace requirements in subpart B of 2 CFR Part 3186, which adopts the Government-wide Implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, *et seq.*). Subrecipient and its undersigned signatory certify that Subrecipient will or will continue to provide a drug-free workplace by taking actions such as, but not limited to, making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying all known workplaces under the Agreement.

12. Copeland “Anti-Kickback” Act of 1934. Unless exempt under Federal law, all contracts for construction or repair entered into by Subrecipient using funds provided under this Agreement shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) and the Department of Labor regulations implementing the same (29 C.F.R., Part 3). The Act and implementing regulations provide that each grantee, subcontractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of a public work, to give up any part of the compensation to which he is otherwise entitled.

13. Political Activities. Subrecipient agrees that no funds provided under this Agreement, nor any personnel while employed in providing programs and activities under this Agreement, shall in any way or to any extent engage in the conduct of political activities.

14. Conflict of Interest.

A. No personnel of Subrecipient shall, prior to the completion of the programs and activities funded by this Agreement, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any

personal interest, involuntarily or voluntarily, shall immediately disclose his or her interest to the City in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement unless the City determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

B. To the best of Subrecipient's knowledge and belief, and to the best knowledge and belief of Subrecipient's officers and directors, there are no conflicts of interest in accepting the award of funds under this Agreement. Subrecipient further warrants that to the best of its knowledge and belief, and to the best knowledge and belief of its officers and director, none of its officers, directors, agents, or employees is now engaged in litigation against the City or retained by, providing services for, or otherwise assisting any person engaged in litigation against the City.

C. Subrecipient 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. Subrecipient must disclose in writing to Treasury or the City, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

15. Separate Written Assurances and Certifications. Subrecipient agrees to execute separate written assurances or certifications regarding compliance with Sections 6 – 14 of this Agreement, if required to do so by the City to secure reimbursement from ARPA funds.

16. Protection for Whistleblowers.

A. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided in subsection (B) below, information that the employee reasonably believes is evidence of a 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 competition for or negotiation of a contract) or grant.

B. The list of persons or entities referenced in subsection (A) 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 U.S. Treasury employee responsible for contract or grant oversight or management;

v. An authorized official of the U.S. Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Subrecipient, the City, a contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.

C. Subrecipient shall inform its employees of the rights and responsibilities provided by this section, in the predominant language of the workforce.

D. Subrecipient shall immediately report any information provided by an employee of Subrecipient pursuant to subsection (A) to the City's Finance Director.

17. Public Records Disclosure.

A. Subrecipient acknowledges that the City is an agency governed by the public disclosure requirements set forth in Washington's Public Records Act, Chapter 42.56 RCW. Subrecipient shall fully cooperate with and assist the City with respect to any request for public records received by the City for any public records generated, produced, created, and/or possessed by Subrecipient and related to the programs or activities undertaken by Subrecipient under this Agreement. Upon written demand by the City, Subrecipient shall furnish the City with full and complete copies of any such records within five (5) business days. Subrecipient shall provide copies of the requested records at no cost to the City.

B. Subrecipient's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorney's fees and/or other expenses as a result of such breach, Subrecipient shall fully indemnify and hold the City harmless from such penalties, fees and/or expenses.

18. Independent Contractor. The City and Subrecipient intend that an independent contractor relationship will be created by this Agreement. The City is interested primarily in the results to be achieved and the implementation and management of the programs and activities that are the subject of this Agreement are the sole responsibility and authority of Subrecipient, subject to compliance with the terms set forth in this Agreement. Subrecipient shall not be deemed to be an employee, servant, or representative of the City for any purpose, and officers, directors, and employees of Subrecipient are not entitled to any of the benefits the City provides for its employees. Subrecipient, as an independent contractor, is solely responsible for its acts, errors, and omissions and those of its officers, employees, servants, subcontractors or representatives during the performance of this Agreement.

19. Indemnification. Subrecipient shall indemnify, hold harmless, and defend the City, its elected and appointed officers, agents, employees and volunteers, from and against any and all claims, demands, suits at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, or in connection with, or incident

to, the execution of this Agreement and/or the Subrecipient's performance or failure to perform under this Agreement, except where such claims, demands, suits, actions, penalties, losses, damages, or costs arise from the sole negligence or sole misconduct of the City. Solely for the purpose of effectuating the indemnification obligations under this Section, and not for the benefit of any third parties (including employees of the parties), Subrecipient specifically and expressly waives any immunity for injuries to its employees that may be granted to it under applicable federal, state or local worker's compensation acts or other employee benefit acts. The parties acknowledge that the foregoing waiver has been specifically and mutually negotiated between the parties.

20. Insurance.

A. The Subrecipient shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, their agents, representatives, employees, or subcontractors. Subrecipient's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Subrecipient to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

B. Subrecipient shall provide a Certificate of Insurance and additional insured endorsement page(s) evidencing:

i. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage on all owned, non-owned, hired and leased vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage.

ii. Commercial general liability insurance written on an ISO occurrence basis form CG 00 01 or equivalent, covering liability arising from premises, operations, property damage, independent contractors, and personal injury and advertising injury, with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate.

iii. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington (no additional insured endorsement is required for this coverage).

iv. Professional liability insurance, including "errors and omissions" with limits no less than \$1,000,000 on a claims-made annual aggregate basis – additional insured does not apply to this specific coverage (if applicable to project – required for engineering, architects, and some professional consultants – otherwise this coverage stipulation does not apply).

C. The City, its officers, agents and volunteers shall be named as an additional insured on the insurance policies, except for Professional Liability and Worker's Compensation, as respects work performed by or on behalf of Subrecipient and a copy of the endorsement naming

the City as additional insured shall be attached to the Certificate of Insurance and provided to the City before the programs and activities authorized by this Agreement are undertaken. The City reserves the right to request certified copies of any required insurance policies. Subrecipient's insurance shall be primary insurance with respect to the City and any payment of deductible or self-insured retention shall be the sole responsibility of Subrecipient.

D. Subrecipient's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. Subrecipient shall provide the City with written notice of any policy cancellation, within five (5) business days of their receipt of such notice.

E. Failure on the part of Subrecipient to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to Subrecipient to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Subrecipient from the City.

21. Recognition of City and Federal Government. The Subrecipient shall ensure recognition of the role of the City and the U.S. Department of Treasury in providing the programs and activities funded by this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include the following language in all publications made possible with funds made available under this Agreement in order to recognize the contribution of the City and the U.S. Department of Treasury:

This project is being supported, in whole or in part, by federal award number SLT-1220 awarded to the City of Redmond by the U.S. Department of the Treasury.

22. Copyright. If this Agreement results in any copyrightable material or inventions, the City and the U.S. Department of Treasury are granted a right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

23. Termination.

A. The City may immediately terminate this Agreement by giving reasonable written notice of termination to Subrecipient for any of the following reasons:

- i. Failure of Subrecipient to fulfill its obligations under this Agreement in a timely and proper manner.
- ii. Failure of Subrecipient to submit reports that are complete and accurate.

iii. Failure of Subrecipient to use the ARPA funds for the stated purposes in this Agreement.

iv. Termination of the ARPA funding by the U.S. government.

B. After receiving written notice of termination, Subrecipient shall incur no new obligations and shall cancel as many outstanding obligations as possible. Subrecipient shall submit a final close-out report within sixty (60) days after receiving written notice of termination. Upon compliance with this section, Subrecipient shall receive reimbursement for all expenses incurred for programs and activities that were satisfactorily performed prior to the effective date of the termination and that were otherwise eligible for reimbursement.

24. Notices. Notices to be provided under this Agreement shall be in writing and sent to the parties at the following addresses:

TO THE CITY:
City of Redmond
15670 NE 85th St,
Redmond, WA 98052

TO THE SUBRECIPIENT:
OneRedmond
8383 158th Ave NE, Suite 225
Redmond, WA 98052

Notice may be given by email or by U.S. mail. If given by email, notice shall be effective upon transmission with a correct email address. If given by U.S. mail, notice shall be effective three days after deposit of the notice in the U.S. mail, postage prepaid, properly addressed to a party as provided in this Section.

25. Waiver. No act of forbearance of failure to insist on Subrecipient's prompt and complete performance of its obligations, either express or implied, shall be construed as a waiver by the City of any of its rights hereunder. No waiver of the right to insist on strict performance by Subrecipient of any specific term of this Agreement shall constitute a waiver of any other specific term.

26. Successors. This Agreement shall be binding on the parties, their successors in interest and assigns.

27. No Third-Party Beneficiaries. This Agreement is intended to be solely for the benefit of the parties and shall not be deemed to confer upon or give to any other person or third party any right, remedy, claim, cause, or action.

28. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Washington. In the event of any dispute over the terms and conditions or this Agreement or any alleged breach thereof, the exclusive venue and jurisdiction for any litigation arising hereunder shall be the Superior Court of the State of Washington in and for King County, located in Redmond, Washington.

29. Attorney's Fees and Costs. If litigation is instituted by either party over the terms of this Agreement or to redress any breach thereof, the prevailing party in any such litigation shall be entitled to recover its costs and reasonable attorney's fees from the non-prevailing party.

30. Severability. If any section or provision of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, the section or provision shall be deemed several and shall not affect the validity or constitutionality of any other provision or section.

31. Entire Agreement – Amendment. This Agreement and any exhibits thereto constitute the complete understanding of the parties and supersedes all prior discussions, negotiations, proposals, and understandings, written or oral, with respect to the subject matter of this Agreement. This Agreement may be amended only by written instrument executed by both parties.

Executed and effective as of the last date set forth below.

CITY OF _____

SUBRECIPIENT, _____

Mayor

Date: _____

(signature)

(Type or print name)

Title: _____

Date: _____