

GRANT AGREEMENT BETWEEN  
THE CITY OF LAKE FOREST PARK AND 35 AND 104, LLC D/B/A THE LOCAL 104,  
FOR AMERICAN RESCUE PLAN ACT FUNDS

This Grant Agreement Between The City of Lake Forest Park AND the 35 and 104, LLC, d/b/a The Local 104, for American Rescue Plan Act Funds (the “Agreement”) is made the last date signed below by and between the City of Lake Forest Park, a Washington municipal corporation (“the City”) and the 35 and 104, LLC, DBA The Local 104, a Washington Company (“The Local 104” and “Recipient”), collectively referred to as the “Parties.”

**RECITALS**

A. On March 5, 2020, the Lake Forest Park City Council declared a public health emergency in Lake Forest Park arising from the COVID-19 pandemic. Since then, the disease has impacted every part of life in the City. Social distancing became a necessity, businesses closed, schools transitioned to and from remote education, travel was sharply reduced, and many lost their jobs.

B. The City recognizes that one of its essential functions is to secure the health and welfare of Lake Forest Park’s citizens, and disperse when able, resources necessary to help individuals, nonprofits, and small businesses survive.

C. The City has been awarded Fiscal Recovery Funds through the American Rescue Plan Act (“ARPA”) signed into law on March 11, 2021. The Funds are intended to provide support to local communities responding to the impacts of COVID-19.

D. For purposes of receiving ARPA funds, small businesses are defined as those having not more than 500 employees, being independently owned and operated, and not dominating their field of operation. The Local 104 meets this definition of a small business that operates in the City. The Local 104 has been deeply affected during the COVID-19 pandemic incurring costs for personal protective equipment, outdoor dining improvements, and advertising to mitigate the negative impacts of the pandemic.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

**AGREEMENT**

1. Incorporation of Recitals/Exhibits. The Recitals and referenced Exhibits are incorporated herein by this reference.

2. Funds. The City will provide the Recipient with grant funds in an amount not to exceed One Hundred Thousand Dollars and 00/100 (\$100,000.00) to be used to reimburse Recipient for the following expenses that address COVID-19 pandemics impacts (the “Funds”):

- a. Outdoor dining improvements to add a back patio
- b. Personal protective equipment
- c. Advertising

3. Deadline for Expenditures and Invoices. Reimbursable expenditures under the Agreement must be incurred and invoiced to the City after March 3, 2021, and prior to December 1, 2023, unless this grant agreement is extended in writing by the City Council and Recipient.

4. Recipient Deliverables.

a. Not more than once every thirty days the Recipient shall send electronically to Accounting Supervisor, ap@ci.lake-forest-park.wa.us, its request for reimbursement of Funds expended per Section 2. Said invoices will document to the City's satisfaction the following:

(i) the expense incurred and date of same (to include invoices, payroll backup, and any other documentation providing proof of the requested expense for reimbursement);

(ii) how the expense qualifies for reimbursement under Section 2, above;

(ii) how the expense qualifies for reimbursement under the final rule from the Department of Treasury at 31 CFR Part 35 (see Exhibit A attached), or as later amended by the Department of Treasury; and

(iii) the total amount of reimbursement to-date to Recipient under this Agreement.

b. Recipient agrees to submit to the City an IRS Form W-9 with its initial invoice.

c. Payments shall be processed within thirty days from receipt by the City of Recipient's invoice with associated documentation and following mutual agreement that such documentation provides the appropriate backup for the requested reimbursement.

5. Source of Grant Funds. The Parties acknowledge that funding for this Agreement comes solely from payment made to the City from ARPA funds, and the City has no independent obligation to provide the Recipient with funds from any other source.

6. Amendments. The Parties acknowledge that the City's responsibilities and requirements for expenditure of the ARPA funds may change. Any changes or revisions that are applicable to this Agreement shall be incorporated by written amendment of this Agreement, following written notice by City to the Recipient.

7. Effective Date. The effective date of this Agreement shall be the last date signed below by both Parties.

8. Nondiscrimination. During the performance of this Agreement, the Recipient shall comply with all federal and state nondiscrimination laws, including but not limited to, Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 *et seq.*, the Americans with Disabilities Act (ADA). In the event of the Recipient's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled, or terminated in whole or in part.

9. Termination.

a. The City may terminate this Agreement for convenience upon providing seven (7) days written notice.

b. If the Recipient fails to fulfill its obligations under this Agreement, the City may terminate this Agreement for cause upon written notice to the Recipient specifying the reason for termination. The termination date shall be specified in the notice of termination. In the event Recipient fails to comply with its obligations, promises, and contract, as set forth in Sections 3 and 4, it shall be obligated to return to the City any Funds received.

10. Public Disclosure. All documents and records comprising the Agreement, and all other documents and records provided to the City by the Recipient are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW. Thus, the City may be required, upon request, to disclose the Agreement and documents or records related to it unless an exemption under the Public Records Act or other laws applies.

11. Indemnification. The Recipient shall, at its cost and expense, protect, defend, indemnify, and hold harmless the City, its officers, employees and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgements, or awards of damages, arising out of or in any way resulting from the acts or omissions of the Recipient, its directors, officers, employees or agents, relating in any way to the Recipient's performance under this Agreement. These Indemnification obligations shall survive the termination of this Agreement. The Recipient further agrees that it is financially responsible for and will repay the City any and all indicated amounts following an audit exception which occurs due to the Recipient's failure for any reason to comply with the terms of this Agreement.

12. Attorney Fees and Governing Law.

a. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of any attorney are retained, to interpret or enforce any provisions of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. The amount of such fees, costs, and expenses shall be determined by the judge or arbitrator, shall include fees and

expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

b. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Washington and the venue will be in King County, Washington.

13. Entire Agreement. The Parties agree that this Agreement, including referenced exhibits, is the complete expression of the terms agreed to by the Parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the Parties.

14. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

15. Notices. Notices and other documentation to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park  
Attn: City Clerk's Office  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

To the Recipient:

35 and 104, LLC DBA, The Local 104  
Attn: Margaret Edwins  
18498 Ballinger Way NE  
Lake Forest Park, WA 98155

16. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including by scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

CITY OF LAKE FOREST PARK

RECIPIENT

By: \_\_\_\_\_  
Jeff Johnson, Mayor

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attachments:**

Exhibit A: 31 CFR Part 35

DRAFT