

King County Coronavirus Relief Fund Subrecipient Grant Agreement Economic Development for Cities

1. Purpose of Agreement. This Agreement is made by and between King County, a municipal corporation ("the County") and Mercer Island, a City, ("Agreement") to set forth the terms and conditions under which the County will provide Mercer Island ("Recipient") with \$37,372 as a grant to be used to pay or reimburse necessary expenditures incurred due to the COVID-19 emergency during the period of March 1, 2020 through December 30, 2020.

2. Scope of Eligible Expenditures. Grant funds may only be used to pay or reimburse eligible expenditures as described in **Attachment A** ("Federal Terms"), consistent with Ordinance 19103 and as detailed in **Attachment C** ("Scope of Work"). No grant funds may be used to pay or reimburse costs reimbursed under any other federal or state program.

3. Recipient Responsibilities. The grant funds provided herein are an allocation of the coronavirus relief fund, as created in section 5001 of H.R. 748, of the CARES Act. Recipient agrees to administer the grant proceeds consistent with this Agreement, in accordance with the applicable provisions of the CARES Act, any future applicable guidance issued by the U.S. Department of Treasury and any other applicable federal provisions, as currently described at **Attachment A**. Recipient shall provide the County with certification **Attachment B** that grant funds were used for eligible expenditures.

4. Access to and Maintenance of Records. Recipient shall maintain internal controls, accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County, consistent with Uniform Guidance as described in the Federal Terms and for a period of six (6) years to ensure proper accounting for all grant funds and compliance with this Agreement. Recipient acknowledges that records may be subject to disclosure under the Public Records Act, Chapter 42.56 RCW.

Recipient shall agree that the County or any duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Recipient which are related to this Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

5. Audit. If Recipient expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year including under this Agreement, Recipient shall procure and pay for a single audit or program-specific audit for that fiscal year. Upon completion of each audit, Recipient shall: (i) submit to the County the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor; (ii) submit to the County follow-up and developed corrective action plans for all audit findings. If Recipient is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year including this Agreement, Recipient shall notify the County they did not meet the single audit requirement. Recipient shall send all single audit documentation to city-chamber-cbo.grants@kingcounty.gov

6. Termination. Upon seven (7) days-notice, the County may terminate this agreement for convenience. Any unspent grant proceeds shall be immediately returned to the County.

7. Repayment of Funds. If Recipient has unspent grant proceeds on hand as of December 30, 2020, Recipient shall return all unspent grant proceeds to the County within ten (10) calendar days. If any funds provided to recipient were used in a manner that is not consistent or allowable as outlined in this agreement or in Attachment A "Fed Terms", recipient shall return funds to County in the amount determined to be ineligible.



8. Conflict of Interest. Recipient designees, agents, members, officers, employees, consultants, and any other public official who exercises or who has exercised any functions or responsibilities with respect to the program during his or her tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the program, are barred from any interest, direct or indirect, in any grant or proceeds of the program, or benefit there from, which is part of this Agreement at any time during or after such person's tenure.

9. Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any suit or arbitration arising under this Agreement shall be in King County, Washington and if a lawsuit, in King County Superior Court.

10. Indemnification; Recoupment. Recipient shall, at its cost and expense, protect, defend, indemnify, and hold harmless the County, its directors, officers, employees, and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of Recipient, its directors, officers, employees, or agents, relating in any way to the Recipient's performance under the Agreement. These indemnification obligations shall survive the termination of the Agreement. Recipient further 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 Recipient's failure, for any reason, to comply with the terms of this Agreement.

COUNTY

Name: Dwight D Dively

Title: Director, King County Office of
Performance, Strategy, and Budget

Signature: _____

Dwight Dively
E9A6951003E9436...

7/21/2020
Date: _____

CITY

Name: Jessi Bon

Title: City Manager

Signature: _____

Date: _____

ATTACHMENTS

- A – Federal Terms
- B – Certification
- C – Scope of Work

King County Coronavirus Relief Fund Subrecipient Grant Agreement Economic Development for Cities

ATTACHMENT A – Federal Terms & Conditions

PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall be physically amended to make such insertion or corrections.

CORONAVIRUS RELIEF FUND, SECTION 5001 CARES ACT

The funds provided to Recipient are available under section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

The Recipient certifies that the funds under this Agreement shall only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
2. [For governmental entities only] Were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if:
 - a. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget;
OR
 - b. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Funds may NOT be used by governmental entities to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use for governmental entities. The funds may only be used for **operating** expenditures.

1. ELIGIBLE EXPENSES. There are six primary eligible cost categories. These cost categories and their eligible cost sub-categories are as follows:

- a. Medical expenses such as:
 - a. COVID-19 related expenses of public hospitals, clinic, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19 related treatment.

- b. Public health expenses such as:
 - a. Expenses for communication and enforcement by State, territorial, local and Tribal governments of public health order related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technological assistance to local authorities or other entities on mitigation of COVID-19 related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
- c. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- d. Expenses of actions to facilitate compliance with COVID-19 related public health measures such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expense to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19 related expenses of maintaining state prisons and county jails, including as it relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- e. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.[Note, this is the eligible expenditure subcategory applicable to this grant].
 - b. Expenditures related to a state, territorial, local or Tribal government payroll support system for those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
- f. Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.

2. INELIGIBLE EXPENSES.

Non-allowable expenditures include, but are not limited to:

- a. Expenses for the state share of Medicaid.
- b. Damages covered by insurance.

- c. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- d. Expenses that have been or will be reimbursed under any federal program.
- e. Reimbursement to donor for donated items or services.
- f. Workforce bonuses other than hazard pay or overtime.
- g. Severance pay.
- h. Legal settlements.
- i. Expenditures prohibited under the Health and Human Services requirements outlined in the next section.

PUBLICATIONS. Any publications (written, visual or sound) but excluding press releases, newsletters, and issue analyses, issued by Recipient describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following statements:

“This project was supported by a grant awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury.”

UNIFORM GUIDANCE. The recipient understands that use of funds pursuant to this agreement must adhere to official federal guidance issued, or issued in the future, on what constitutes an eligible expenditure and to all requirements applicable to CRF funds including applicable requirements of 2 C.F.R. §200 (specifically including 2 C.F.R. §200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements).

Subaward Language and Federal Clauses **Federal Award Identification (reference 2 CFR 200.330-332)**

Pursuant to 2 CFR 200.330, an agency **must decide to make a determination whether the scope of work falls under a Subrecipient or Contractor relationship.**

The non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, 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 or a contractor. 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) *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. 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.

(b) *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. 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.

(c) *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 or a contractor, 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 or a procurement contract.

If the agency determines that the scope of work falls under a subrecipient relationship, all of the information below must be included in any subaward agreement:

(i) Subrecipient agency name (which must match the name associated with its unique entity identifier);	
(ii) Subrecipient agency's unique entity identifier (i.e. DUNS);	
(iii) Federal Award Identification Number (FAIN) or Federal;	TBD
(iv) Federal Award Date;	<i>March 1, 2020 through December 30, 2020</i>
(v) Subrecipient agency Period of Performance Start and End Date;	<i>March 1, 2020 through December 30, 2020</i>
(vi) Amount of Federal Funds Obligated to the subrecipient agency by this action;	
(vii) Total Amount of Federal Funds Obligated to the subrecipient agency;	
(viii) Total Amount of the Federal Award committed to the subrecipient;	

(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official	
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	21.019 - Coronavirus Relief Fund;
(xii) Identification of whether the award is R&D; and	No
(xiii) Indirect cost rate for the Federal Award	N/A – Not eligible or billable
Is the agency a subrecipient for the purposes of this agreement?	Yes

The subawardee 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 Federal statutes, regulations 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, regulations, 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 (b) 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 noncompliance of this part and in program regulations.

HEALTH AND HUMAN SERVICES

As applicable (specifically including to any expenditure funded with coronavirus relief funds or public health funds), the Contractor or Recipient (herein each referred to as "Contractor") shall adhere to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards as codified in 45 CFR Part 75 effective December 26, 2014, the HHS Grants Policy Statement, and the Contract Provisions below.

APPENDIX II TO 45 CFR 75—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the HHS agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

The following statutory provisions also apply:

General Provisions in FY 2020 Consolidated Appropriation

(PL 116-94, December 20, 2019, 133 Stat 2534 – Division A, Title V)

1. EXECUTIVE PAY

The Contractor agrees that none of the funds paid through this contract shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

(Sec. 202)

2. GUN CONTROL ADVOCACY

The Contractor agrees that none of the funds paid through this contract may be used, in whole or in part, to advocate or promote gun control.

(Sec. 210)

3. LOBBYING

(a) The Contractor agrees that none of the funds paid through this contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) The Contractor agrees that none of the funds paid through this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

(Sec. 503)

4. ABORTIONS

(a) The Contractor agrees that none of the funds paid through this contract, and none of the funds in any trust fund paid through this contract, shall be expended for any abortion.

(b) The Contractor agrees that none of the funds paid through this contract, and none of the funds in any trust fund paid through this contract, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term “health benefits coverage” means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

(Sec. 506)

5. LIMITATIONS ON ABORTION FUNDING PROHIBITIONS

(a) The limitations established in the preceding section shall not apply to an abortion—

(1) if the pregnancy is the result of an act of rape or incest; or

(2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

(b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State's or locality's contribution of Medicaid matching funds).

(c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State's or locality's contribution of Medicaid matching funds).

(d)(1) The Contractor agrees it will not subject any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

(2) In this subsection, the term "health care entity" includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

(Sec. 507)

6. EMBRYO RESEARCH

(a) The Contractor agrees that none of the funds paid through this contract may be used for—

(1) the creation of a human embryo or embryos for research purposes; or

(2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(b) For purposes of this section, the term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of December 20, 2019, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

(Sec. 508)

7. PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

(a) The Contractor agrees that none of the funds paid through this contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established by section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

(Sec. 509)

8. DISTRIBUTION OF INTENTIONALLY FALSE INFORMATION

The Contractor agrees that none of the funds paid through this contract may be used to disseminate information that is deliberately false or misleading.

(Sec. 515(b))

9. PORNOGRAPHY

(a) The Contractor agrees that none of the funds paid through this contract may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

(Sec. 520)

10. ACORN OR ITS AFFILIATES OR SUBSIDIARIES

The Contractor agrees that none of the funds paid through this contract may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

(Sec. 521)

11. NEEDLE EXCHANGE

The Contractor agrees that none of the funds paid through this contract shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: *Provided*, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

(Sec. 527)

GOVERNMENT-WIDE GENERAL PROVISIONS

(PL 116-93, December 20, 2019, 133 Stat 2317 – Division C, Title VII)

12. PROPAGANDA

The Contractor agrees that none of the funds paid through this contract shall be used directly or indirectly, including by subcontractors, for publicity or propaganda purposes within the United States not heretofore authorized by the Congress.

(Sec. 718)

13. PRIVACY ACT

The Contractor agrees that none of the funds paid through this contract may be used in contravention of section 552a of title 5, United States Code (popularly known as the Privacy Act), and regulations implementing that section.

(Sec. 732)

14. CONFIDENTIALITY AGREEMENTS

(a) The Contractor agrees that it will not require employees or subcontractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The limitation in subsection (a) shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(Sec. 742)

15. NONDISCLOSURE AGREEMENTS

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Sec. 743)

16. UNPAID FEDERAL TAX LIABILITY

The Contractor agrees that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the Contractor and has made a determination that this further action is not necessary to protect the interests of the Government.

The Contractor agrees it will not subcontract with any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

(Sec. 744)

17. CRIMINAL FELONY LIMITATION

The Contractor agrees that it was not convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

The Contractor agrees it will not subcontract with any that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

(Sec. 745)

OTHER APPROPRIATION PROVISIONS

18. CHIMPANZEES

The Contractor agrees that none of the funds paid through this contract shall be used on any project that entails the capture or procurement of chimpanzees obtained from the wild.

(42 U.S.C. 289d note)

Other Statutory Provisions

19. TRAFFICKING IN PERSONS

This contract is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

(a) The Contractor, Contractor's employees, and any subcontractors or subcontractors' employees may not:

- (1) Engage in severe forms of trafficking in persons during the period of time that the contract that this contract is in effect;
- (2) Procure a commercial sex act during the period of time that this contract is in effect; or
- (3) Use forced labor in the performance of this contract or subcontracts.

(b) Violations of the prohibitions in paragraph (a) include –

- (1) Those committed by the Contractor; or

(2) Those committed by the Contractor's employee or a subcontractor through conduct that is either -

- i. Associated with performance of this contract; or
- ii. Imputed to the Contractor or subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

(c) The Contractor must inform King County immediately of any information it receives from any source alleging a violation of paragraph (a).

(d) Definitions. For purposes of this contract:

(1) "Employee" means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

(Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104))

20. WHISTLEBLOWER PROTECTIONS

The Contractor is hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) applies to this contract.

21. HUMAN SUBJECTS PROTECTIONS

If any activities under this contract will involve human subjects in any research activities, the Contractor must provide satisfactory assurance of compliance with the participant protection requirement of the HHS/OASH Office of Human Research Protection (OHRP) prior to implementation of those research components. This assurance should be submitted to the OHRP in accordance with the appropriate regulations.

22. FRAUD, ABUSE AND WASTE

The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs.



King County Coronavirus Relief Fund Subrecipient Grant Agreement Economic Development for Cities

ATTACHMENT B – Certification

I, Jessi Bon, am the City Manager of the City of Mercer Island, and I certify that:

1. I have authority and approval from the governing body on behalf of City of Mercer Island to accept proceeds from the County per the Agreement for COVID-19 Relief Funds by and between the County and City of Mercer Island from the County's allocation of the Coronavirus Relief Fund as created by section 5001 of H.R. 748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding invoice voucher for report period [March 1, 2020 through December 30, 2020].
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between the County and City of Mercer Island 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 this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Fund under this contract were used only to cover those costs that:
 - a. Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020 for [THIS CERTIFICATION REQUIRED ONLY OF LOCAL GOVERNMENT];
 - c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury as described in Attachment A to the Agreement and certify costs meet the required guidance. Any funds expended by City of Mercer Island or its subcontractor or subrecipients in a manner that does not adhere to official federal guidance shall be returned to the County.
6. I understand the City of Mercer Island 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.
7. I understand any funds provided pursuant to this certification cannot be used for expenditures for which the City of Mercer Island has received any other emergency COVID-19 supplemental funding whether state, federal or private in nature, for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

Jessi Bon
Printed Name

Signature

City Manager
Title

Date

King County Coronavirus Relief Fund Subrecipient Grant Agreement Economic Development Relief for Cities

ATTACHMENT C - PROGRAM SCOPE OF WORK

1. Introduction

On May 12, 2020, King County Council passed Ordinance 19103, which allocated a total of \$1.95 million for a grant program to support King County cities' economic relief and recovery activities in response to the COVID-19 public health emergency. This grant program is intended to help alleviate the significant adverse economic impact of COVID-19 on incorporated municipalities of King County. The funds will be distributed to every city of King County, except for the city of Seattle, based on per capita population with a minimum grant of \$10,000.

Note: With the grant minimum set at \$10,000, some of the calculated city allocations will be adjusted slightly to keep the total programmatic allocation at \$1.95 million.

2. Program Objectives/Outcomes

King County is seeking to achieve the following outcomes with this grant program:

- a. Small businesses receive the support they need to overcome disruptions caused by COVID-19
- b. Small businesses receive the support they need to safely re-opening while adhering to local public health guidance and operating guidelines designed to protect employees and customers
- c. Support underserved and other priority small businesses that have not been able to access other resources*
- d. Help small businesses restart quickly, recover from the impacts of the pandemic, and contribute to the overall economic stability of the community (i.e., revenues and jobs)

While King County empowers the subrecipient to define 'small business', cities should prioritize grant funds to businesses that meet a reasonable standard of 'small' and have experienced acute business interruption or require immediate assistance to adapt their services to adhere to public health guidance and considerations.

** For the purposes of this grant program, King County considers historically underserved business owners to be those from Black, Native, people of color, immigrant, refugee, and LGBTQ communities.*

3. Eligible Expenditures

The grant funds must be used for cities' economic relief and development activities in response to COVID-19. The funds should only be used for costs that were not accounted for in the city's 2019 fiscal year budget and must comply with all federal requirements set for the Treasury's Coronavirus Relief Fund (detailed in Attachment A "Federal Terms"). Expenditures must be incurred in the period from March 1, 2020, through December 30, 2020, and must be recorded and documented using the generally accepted accounting principles and the provisions of Title 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

Expenditures may fall in any of the following broad categories:

- ☐ City internal operational expenditures
- ☐ City direct expenditures for small businesses
- ☐ Passthrough grants to small businesses to reimburse the costs of business interruption caused by required closures.

The following list provides some examples of eligible expenditures:

- Materials to give out to businesses to facilitate safe opening (e.g., PPE, sanitation supplies, plexiglass barriers, markers, signage)
- Rental of materials to increase the outdoor seating capacity for restaurant businesses
- Marketing materials for businesses
- Passthrough grants to businesses to reimburse business interruption costs not previously satisfied by any other funding source
- Technical assistance to businesses (consulting services)
- Temporary staff hired to engage with businesses
- Consulting Services (business surveys, training, city marketing materials, etc.)

4. Grant Documentation & Reporting

EXHIBIT #	Form/Report	Short Description	Interval
1	Pre-award: risk assessment questionnaire	Short survey to understand City's administrative capacity	With the intake form preceding agreement signing
2	Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form	<ul style="list-style-type: none"> • Only for entities receiving grant funds in excess of \$25,000. • King County will use this information to report to www.FSRS.gov within 30 days of the award. • Template attached. 	With the signed agreement (if the grant amount is in excess of \$25,000)
3	Bi-monthly performance report	Summary expenditure report by eligible activity	Bi-monthly following agreement signing
4	An expenditure report detailing all expenditures up to the grant amount	A standard report generated from the city's official accounting system or sufficient documentation to demonstrate grant expenditures, payee, and date of transaction	Within 30 days of final payment utilizing grant funds
5	Direct Grant & Beneficiaries Report	A standard report that outlines all businesses who received a <i>direct</i> grant payment from the city, detailing business information and key demographic indicators	Within 30 days of final payment utilizing grant funds

Certificate Of Completion

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Status: Sent

Subject: Please DocuSign: King County Coronavirus Relief Fund Subrecipient Grant Agreement

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Envelope Originator:

Certificate Pages: 4

Initials: 0

Micki Rogers

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401 5th Ave

Envelopeld Stamping: Enabled

Suite 100

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Seattle, WA 98104

mirogers@kingcounty.gov

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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