

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between Sang Mok Kim and Chun Ok Kim, husband and wife, and Kwang H. Kim, as his separate estate, together as (“Sellers”), and Snohomish County, a political subdivision of the State of Washington (“Buyer”).

**1. Real Property.** Sellers are the owner of certain real property located in Snohomish County, Washington, consisting of approximately 0.82 acres of land and improvements located at 22127 Highway 99, Edmonds, Washington, 98026-8041, and identified as Snohomish County Tax account number 27042900302400, and as more particularly described on Exhibit A to this Agreement (the “Property”). Sellers hereby agree to sell to Buyer, and Buyer agrees to purchase from Sellers, the Property and all rights appurtenant thereto, under the terms and conditions specified in this Agreement.

**2. Purchase Price.** The total purchase price for the Property shall be NINE MILLION SEVENTY FIVE THOUSAND and 00/100 dollars (\$9,075,000) (“Purchase Price”). The Buyer will pay the Purchase Price less earnest money in cash at Closing.

**2.1 Earnest Money.** The Buyer shall deposit with the Escrow Agent an earnest money deposit in the amount of TWO HUNDRED SEVENTY TWO THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$272,250) (the “Earnest Money”), within five (5) business days upon full execution of this Agreement.

**2.2 Coronavirus Local Fiscal Recovery.** The Buyer has appropriated funds from its portion of Coronavirus Local Fiscal Recovery Funds (“CLFR”) pursuant to the American Rescue Plan Act (“ARPA”), PL 117-2, section 9901, codified at 42 U.S.C. Section 802 *et seq.* to be used to fully fund its purchase of the Property. The CLFR Terms and Conditions apply to this Agreement and are incorporated herein at Exhibit C. In case of conflict between the CLFR Terms and Conditions and the Agreement, the following order of priority shall be used: (1) CLFR Terms and Conditions, and (2) the Agreement.

### 3. Title.

**3.1 Conveyance.** At Closing, Sellers shall convey the Property to Buyer by a duly executed and acknowledged statutory warranty deed in substantially the form attached to this Agreement as Exhibit B (the “Deed”), free and clear of all defects and encumbrances other than non-delinquent taxes and any exceptions to title approved by Buyer pursuant to

Section 3.2 below. Monetary encumbrances not assumed by Buyer shall be removed by Sellers at or before Closing.

**3.2 Preliminary Commitment; Condition of Title.** Buyer has received a preliminary commitment (the "Preliminary Commitment") for title insurance for the Property from Chicago Title Company of Washington (the "Title Company"), Order No. 500136861. Buyer hereby approves the following Special Exceptions shown on the Preliminary Commitment, which may remain on title at closing: Special Exception Nos. 1 and 2. All other Special Exceptions must be removed at or before Closing.

**3.3 Title Insurance.** At Closing, Sellers shall cause the Title Company to issue to Buyer, at Sellers' expense, a standard coverage owner's ALTA policy of title insurance (the "Title Policy"), dated as of the closing date, insuring Buyer's fee simple title to the Property in the face amount of the Purchase Price, subject only to the standard form of General Exclusions and Exceptions and the Special Exceptions approved by Buyer pursuant to Section 3.2 above. Buyer shall have the discretion to apply for an extended coverage owner's policy of title insurance and any endorsements, provided that Buyer shall pay the increased costs associated with an extended policy including the excess premium over that charged for a standard coverage policy, the cost of any endorsements requested by Buyer, and the cost of any survey required by the title insurer.

**4. Buyer's Due Diligence.** This Agreement is subject to Buyer completing due diligence items, which may include title review, property condition assessment, Environmental Site Assessment, methamphetamine testing in every room and review of Sellers' books and records, including any environmental reports or property condition reports in Sellers' possession. Buyer shall have sixty (60) days from the Effective Date (the "Due Diligence Period") to give notice terminating this Agreement under this condition. Upon receipt of such notice, this Agreement shall terminate and be of no further force or effect. During the Due Diligence Period, Buyer and Buyer's agents may enter the Property at reasonable times with advance notice to perform such testing, studies and surveys as Buyer deems necessary, provided, however, that Buyer shall not unreasonably burden or disturb motel occupants and Buyer will not perform any excavation or coring or invasive testing on the Property without Sellers' prior consent, which consent shall not be unreasonably withheld. Sellers will cooperate with Buyer's efforts to perform testing, studies, and surveys, and will provide access to all property rooms for the purpose of methamphetamine testing prior to expiration of the due diligence period. Buyer's purchase of the property and the release of earnest money shall be expressly conditioned on the County's satisfaction with the environmental status of the Property, including obtaining any necessary regulatory approvals to limit the County's liability. Buyer agrees to share the results of such testing with the Sellers.

Upon completion of the Due Diligence and Buyer's satisfaction with the results thereof, Buyer shall inform Sellers of such in writing at least 30 days prior to the scheduled closing date and shall direct that Escrow release the earnest money to the Sellers. Sellers shall then give notice to occupants and to the franchisor and to any other parties with contractual relationships with the motel, such as maintenance and service providers. Sellers shall terminate such contracts and agreements on or prior to the Closing Date.

**5. Sellers' Representations and Warranties.** Sellers represent and warrant to Buyer as of the Effective Date, and again as of the date of closing, as follows:

(a) To the best of Sellers' knowledge, there is no action, suit, proceeding or investigation pending or threatened which could become a cloud on the title to the Property or any portion thereof.

(b) Sellers have no knowledge of any existing material defect in the Property, whether latent or patent, as of the date of signing this Agreement. Sellers shall provide to Buyer a list of any major repairs made to the building systems: roof leaks, foundation cracks or shifting, plumbing, electrical, HVAC, fire damage, a fire sprinkler event, leaking windows, or others, that Seller has discovered in the past and shall indicate whether they have been fully repaired or not as of the date of signing this Agreement. If any new major issues are discovered that require repair from the date of signing this Agreement until the date of Closing, Seller shall promptly notify Buyer within forty eight (48) hours of discovering such issue. Seller shall continue to make any necessary repairs on the Property until the date of Closing. Sellers represent that there have been minor leaking issues of the roof in some of the rooms. Sellers shall not be responsible for any repairs after the Date of Closing.

(c) To the best of Sellers' knowledge, neither the whole nor any portion of the Property is subject to temporary requisition or use by any governmental authority or has been condemned or taken in any proceeding similar to a condemnation proceeding, nor is any such proceeding contemplated.

(d) Sellers have no knowledge, nor have Sellers received any written notice, of any violations of law, municipal ordinance or other legal requirements of governmental authorities in respect of the Property.

(e) Sellers have no knowledge, nor have Sellers received written notice, of any default or breach by Sellers under any covenants, conditions, restrictions, rights of way or easements affecting the Property or any portion thereof.

(f) To the best of Sellers' knowledge, neither Sellers nor any third party has placed, deposited, generated, manufactured, processed, handled or otherwise brought on to the Property any hazardous, dangerous or toxic substances or materials, as defined under any applicable environmental laws. To the best of Sellers' knowledge, the Property contains no underground storage tanks. Sellers have no knowledge of any substances or conditions on the Property which may support a claim or cause of action against the owner of the Property, whether by a governmental agency or body or private party under any environmental laws. Sellers have not received notification from any agency or individual that the Property is, or may be, in violation of any environmental law(s) or is, or may be, targeted for a cleanup pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, codified at 42 USC §9601 et. seq. (the "Superfund Act"), the Model Toxics Control Act,

codified at Chapter 70.105D RCW (the "MTCA"), or other federal or state hazardous waste cleanup laws, rules, or regulations.

Other than the warranties and representations above, Sellers are selling the Property in its current condition in an "AS IS" "WHERE IS" condition with all faults. In the event any of the representations contained in this Section 5 become untrue prior to or as of the date of closing as a result of information received by Sellers or occurrences subsequent to the date hereof, Sellers shall promptly notify Buyer and, within ten (10) days after receiving such notice, Buyer may elect to (i) waive any objections and proceed with closing or (ii) terminate this Agreement by giving written notice of same to Sellers. The representations and warranties contained in this Section 5 shall not merge into the Deed but shall survive the closing of the transaction contemplated by this Agreement. Any claims for breach of the warranties included in this Section shall be brought within one year from the Closing Date.

**6. Sellers' Covenants.** Sellers covenant to Buyer as follows:

- (a) None of the Sellers are a foreign person for purposes of the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA"), as amended.
- (b) Sellers shall ensure that all guests, paying or not, are out of the rooms and off the premises prior to Closing. Prior to closing, the Buyer will collaborate with the Seller to find replacement housing for any guests remaining at the Property. The parties acknowledge however, that the Buyer no legal authority to remove guests prior to closing, and Seller retains the responsibility to remove any remaining guests prior to closing.
- (c) Sellers will not enter into any long-term property leases, easements or other encumbrances with respect to the Property during the term of the Purchase Agreement, without the consent of the Buyer.
- (d) Sellers will remove all proprietary branding and signage prior to the Closing. Buyer agrees not to utilize any "America's Best Value Inn" branded supplies and merchandise without the consent of the Franchisor.
- (e) All personal property is deemed *de minimis* in value and therefore no additional funds will be paid for existing personal property. Existing personal property will remain in place.
- (f) Sellers will terminate any and all existing leases and/or contracts, including personal property leases, if any, prior to Closing.

The covenants contained in this Section 6 shall not merge into the Deed but shall survive the closing of the transaction contemplated by this Agreement.

**7. Buyer's Authority.** Buyer's obligations under this Agreement are expressly subject to, and conditioned upon, the approval of this Agreement by the Snohomish County Council and the execution of this Agreement by the Property Officer of the Department of Facilities and Fleet Management or other designated representative of the County. Buyer represents and warrants to Sellers that, at the date Buyer executes this Agreement and at the date of closing,

Buyer, and any person signing on behalf of Buyer, has full power and authority to execute this Agreement and to perform Buyer's obligations hereunder.

**8. Buyer's Contingency for Legislative Appropriation.** As required by the Snohomish County Charter and other applicable law, all of the County's obligations under this Agreement after the calendar year in which this Agreement is executed by the County are contingent upon local legislative appropriation of the necessary funds, if any, for this specific purpose. This condition is automatically waived if exercised.

**9. Risk of Loss.** Sellers will bear the risk of loss of, or damage to, the Property until the date of Closing. In the event of material loss of or damage to the Property prior to closing, Buyer may terminate this Agreement by giving written notice of termination to Sellers.

**10. Closing.**

**10.1 Closing.** As used in this Agreement, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded and proceeds of sale are available for disbursement to Sellers. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition, as available for disbursement to Sellers.

**10.2 Escrow Agent.** The transaction contemplated by this Agreement shall be closed through Chicago Title Insurance Company of Washington – Lorrie Thompson, Commercial Escrow Officer, (the "Escrow Agent").

**10.3 Closing Date.** The date of closing shall be determined by mutual agreement of the parties, but shall in no event occur later than October 28, 2022 (the "Outside Closing Date"), unless rooms have occupants, in which case Closing will be delayed until such guests are out of the premises and an extension is mutually agreed to in writing by the parties. Closing date is subject to successfully passing methamphetamine testing prior to closing.

**10.4 Closing Documents and Funds.** On or before the date of Closing, Buyer and Sellers shall each deposit with the Escrow Agent all instruments, documents, and monies necessary to complete the transaction contemplated by this Agreement.

**10.5 Closing Costs; Prorations.** Buyer will pay the following closing costs: Title Policy and one half of the Escrow Agent's escrow fee. Sellers will pay any real estate excise taxes due on the sale and any delinquent real property taxes owing at the time of Closing. 2022 real property taxes shall be prorated at Closing. All other costs of Closing, if any, shall be borne by Sellers and Buyer in a manner consistent with local practice for the county in which the Property is located.

**10.6 Sellers 1031 Exchange.** At Sellers' option, Sellers may engage in a tax-deferred Section 1031 exchange. Buyer agrees to cooperate with Sellers, provided that any additional costs related to the exchange are borne solely by the Sellers.

**11. Possession.** Sellers shall deliver possession of the Property to Buyer upon Closing.

**12. Default and Remedies.** If Sellers are unable to, or do not, perform Sellers' covenants and obligations under this Agreement, if title is not insurable at closing as provided in Section 3.3, or if Sellers' representations and warranties under Section 5 are not all true and accurate, Sellers shall be in default of this Agreement. In the event of Sellers' default, Buyer shall be entitled (i) to seek specific performance of Sellers' obligations under this Agreement, (ii) to seek damages for Sellers' breach, or (iii) to terminate this Agreement by written notice to Sellers and Escrow Agent.

**13. Notices.** All notices, waivers, elections, approvals, and demands required or permitted to be given under this Agreement must be in writing and personally delivered or sent by United States certified mail, return receipt requested, to the addressee's mailing address set forth below. Any notice will be effective when actually received or, if mailed as provided herein, on the earlier of actual receipt or two (2) days after the date deposited in the mail.

If to Sellers:

Mr. Sang Mok Kim  
8308 Frederick Place  
Edmonds, WA 98206  
Telephone: 425-773-2571

If to Buyer:

Snohomish County Dept. of Facilities and Fleet  
Attention: Property Officer  
3000 Rockefeller Ave., M/S 404  
Everett, WA 98201  
Telephone: 425-388-3400

If to Escrow Agent:

Chicago Title Insurance Company of Washington  
Attention: Escrow Department  
3002 Colby Avenue  
Everett, WA 98201  
Telephone: 425-258-3683

**14. General.** This Agreement shall be governed by the law of the State of Washington. This is the entire agreement of Buyer and Sellers with respect to the Property and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Sellers. Any waivers under this Agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This agreement is for the benefit of, and binding upon, Buyer and Sellers and their heirs, personal representatives, successors, and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

**15. Exhibits.** The following documents are attached to this Agreement as Exhibits and are incorporated herein by this reference:

EXHIBIT A – Legal Description of Property

EXHIBIT B – Form of Statutory Warranty Deed

EXHIBIT C – CLFR Terms and Conditions

**16. Time of the Essence; Computation.** Time is of the essence of each and every provision of this Agreement. If the final date of any period of time set out in any provision of this Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or a legal holiday.

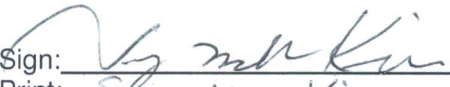
**17. Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same Agreement.

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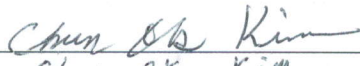
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

**SELLERS:**


Sang Mok Kim

Sign:   
Print: Sang Mok Kim  
Date: 8/12/22

Chun Ok Kim

Sign:   
Print: Chun Ok Kim  
Date: 8/12/22

Kwang H. Kim

Sign:   
Print: Kwang H. Kim  
Date: 8/12/2022

**BUYER:**

Snohomish County, a political subdivision of the State of Washington

By: \_\_\_\_\_  
It's: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form:

Lyndsey Downs 8-10-2022  
Deputy Prosecuting Attorney



**EXHIBIT A**

**Legal Description of Property**

**For APN/Parcel ID: 27042900302400**

SEC 29 TWP 27 RGE 04RT-22D-1) BEG AT W 1/4 COR OF SEC TH E ON CTR LN OF SD  
SEC 1014.6FT TH S 01\*16 00E 551.5FT TPB TH S01\*16 00E 113.3FT TH S89\*53 00W  
326.3FT TO INT E MGN OF ST RD NO. 1 TH N24\*53 00E 125FT TH N89\* 53 00E 271.2FT  
TO TPB

Situate in the County of Snohomish, State of Washington

**EXHIBIT B**

**Form of Statutory Warranty Deed**

**Return Address:**  
Snohomish County  
Attn: Property Officer  
3000 Rockefeller Ave. M/S 404  
Everett, WA 98201

<b>Document Title(s)</b> (or transactions contained therein): Statutory Warranty Deed
<b>Reference Number(s) of Related Documents:</b> n/a
<b>Grantor(s)</b> (Last name first, then first name and initials): Kim, Sang Mok and Kim, Chun Ok, husband and wife, and Kim, Kwang H., as his separate estate
<b>Grantee(s)</b> (Last name first, then first name and initials): Snohomish County, a political subdivision of the State of Washington
<b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range)  SEC 29 TWP 27 RGE 04RT-22D-1) BEG AT W 1/4 COR OF SEC TH E ON CTR LN OF SD SEC 1014.6FT TH S 01*16 00E 551.5FT TPB TH S01*16 00E 113.3FT TH S89*53 00W 326.3FT TO INT E MGN OF ST RD NO. 1 TH N24*53 00E 125FT TH N89* 53 00E 271.2FT TO TPB  Situate in the County of Snohomish, State of Washington
<b>Assessor's Property Tax Parcel/Account Number</b>  27042900302400

**STATUTORY WARRANTY DEED**

Grantors, Sang Mok Kim and Chun Ok Kim, husband and wife, and Kwang H. Kim, as his separate estate, for and in consideration of nine million seventy five thousand and 00/100s dollars (\$9,075,000.00) and other good and valuable consideration, in hand paid, conveys and warrants to Snohomish County, a political subdivision of the State of Washington, ("Grantee"), that certain real property situated in the County of Snohomish, State of Washington, that is more particularly described on Schedule 1 attached hereto (the "Property"), subject to the matters identified on Schedule 2 attached hereto and below.

DATED: \_\_\_\_\_, 2022

Grantor: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the person who signed as \_\_\_\_\_ of Sang Mok Kim, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that s/he was duly elected, qualified and acting as said officer of the entity and that s/he was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_.  
My appointment expires: \_\_\_\_\_.



STATE OF WASHINGTON )  
  ) ss  
COUNTY OF SNOHOMISH )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the person who signed as \_\_\_\_\_ of Kwang H. Kim, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that s/he was duly elected, qualified and acting as said officer of the entity and that s/he was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_.  
My appointment expires: \_\_\_\_\_.

**Schedule 1  
to Statutory Warranty Deed**

Assessor's Tax Parcel Nos.: 27042900302400

SEC 29 TWP 27 RGE 04RT-22D-1) BEG AT W 1/4 COR OF SEC TH E ON CTR LN OF SD  
SEC 1014.6FT TH S 01\*16 00E 551.5FT TPB TH S01\*16 00E 113.3FT TH S89\*53 00W  
326.3FT TO INT E MGN OF ST RD NO. 1 TH N24\*53 00E 125FT TH N89\* 53 00E 271.2FT  
TO TPB

Situate in the County of Snohomish, State of Washington

## **Schedule 2 Special Exceptions**

### **SPECIAL EXCEPTIONS**

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility District No. 1 of Snohomish County

Purpose: Electric transmission and/or distribution line

Recording Date: December 30, 1977

[Recording No.: 7712300432](#)

Affects: The North 5 feet of Said premises

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: TCI Edmonds, LLC

Purpose: Local, long distance, high-speed data, video. Cable television services and applications

Recording Date: September 4, 2002

[Recording No.: 200209040147](#)

Term: As long as AT&T Broadband may lawfully provide the services, not to exceed seven years

Affects: Said premises

The exact location and extent of said easement is not disclosed of record.



## EXHIBIT C

### CLFR Terms and Conditions

Sellers agrees to comply with Section 603(c) of the Social Security Act, regulations as promulgated by the Department of Treasury (31 CFR Part 35) as amended; Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions promulgated by the U.S. Department of the Treasury, as amended; and Compliance and Reporting Guidance – State and Local Fiscal Recovery Funds as promulgated by the U.S. Department of the Treasury, as amended. The Sellers shall also comply with regulatory requirements under the Uniform Guidance at 2 CFR Part 200.

Prior to receiving payment under this Agreement, the Sellers shall provide the Buyer the following documents completed to the Buyer's satisfaction:

- Cost Certification in the form attached hereto as Attachment C-1;
- Lobbying Certification, in the form attached hereto as Attachment C-2;
- If activity occurs, Lobbying Disclosure Form, in the form attached hereto as Attachment C-3; and
- Civil Rights Certification, in the form attached hereto as Attachment C-4

#### I. **TERMS AND CONDITIONS**

##### **A. Compliance with Specific Laws, Regulations, and Agreements**

The Sellers also agree to comply with all other applicable federal statutes, regulations, and executive orders, and the Sellers shall require compliance of the same in any contract it enters into with other parties relating to the purchase and sale of the Property. Federal regulations applicable to the funding provided in this Agreement include, without limitation, the following:

1. 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation, including, Subpart A (Acronyms and Definitions), Subpart B (General Provisions), Subpart C (Pre-Federal Award Requirements and Contents of Federal Awards) [excluding 204 (Notices of Funding Opportunities), 205 (Federal awarding agency review of merit of proposal), 210 (Pre-Award Costs), 213 (Reporting a determination of a non-federal entity is not qualified for a federal award)], Subpart D (Post Federal Award Requirements) [excluding 305(b)(8) and (9) regarding Federal Payment, 308 (Revision of budget or program plan), 309 (modification to period of performance)], Subpart E (Cost Principles), and F (Audit Requirements).
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. 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.

4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a requirement in all lower tier covered transactions that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19.
5. 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.
6. Governmentwide Requirement for Drug-Free Workplace, 31 CFR Part 20.
7. New Restrictions on Lobbying, 31 CFR Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations. The Sellers shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended.
10. Hatch Act. The Sellers agree to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. 1501 and 7324-7328), which limits certain political activities of federal employees as well as certain other employees who work with federal funding programs.
11. The Sellers shall include the language in this Section 1, adapted for the proper parties, in any subcontract for services, subject to the terms and conditions of this Exhibit C and attachments.

#### **B. Protections for Whistleblowers**

1. In accordance with 41 U.S.C. § 4712, the Sellers may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an agreement) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;

- d. A Treasury employee responsible for agreement or grant oversight or management;
  - e. An authorized official of the Department of Justice or other law enforcement agency;
  - f. A court or grand jury; or
  - g. A management official or other employee of the Sellers or its subcontractors who has the responsibility to investigate, discover, or address misconduct.
3. The Sellers shall inform its employees in writing of the rights and remedies provided under this subsection, in the predominant native language of the workforce.
  4. The Sellers shall include the above clauses 1-3, adapted for the proper parties, in any subcontract for services, subject to the terms and conditions of this Exhibit C and attachments.

#### **C. Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Sellers should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

The Sellers shall include the above clause, adapted for the proper parties, in any subcontract for services, subject to the terms and conditions of Exhibit C and attachments.

#### **D. Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Sellers should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and the Sellers should establish workplace safety policies to decrease accidents caused by distracted drivers.

The Sellers shall include the above clause, adapted for the proper parties, in any subcontract for services, subject to the terms and conditions of Exhibit C and attachments.

#### **E. Nondiscrimination**

The Sellers shall comply with the following statutes and regulations prohibiting discrimination:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under program or activities receiving federal financial assistance.

2. The Fair Housing Act, Title VII-IX of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. The American with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.

#### **F. Conflicts**

The Sellers' employees, subcontractors and board or committee members shall not use, or give the appearance of using, their positions for the personal gain of themselves or those with whom they have family, business or other ties. The Sellers understand and agree it must maintain a conflict of interest policy consistent with 2 C.F.R. 200.318(c). The Sellers shall disclose to the Buyer any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. 200.112.

The Sellers shall include the above clause, adapted for the proper parties, in any subcontract for services, subject to the terms and conditions of Exhibit C and attachments.

#### **G. [Intentionally Deleted]**

#### **H. Capacity**

The Sellers, by signing this Agreement, acknowledge that it has the institutional, managerial, and financial capability to ensure proper planning, management, and provision of the services funded. If at any time, the Sellers believe its capacity is compromised or the Sellers need technical assistance, it shall immediately notify the Buyer. The Buyer will make best efforts to provide timely technical assistance to the Sellers to bring the Agreement into compliance.

The Sellers shall include the above clause, adapted for the proper parties, in any subcontract for services, subject to the terms and conditions of Exhibit C and attachments.

#### **I. Remedial Action**

In the event of the Sellers' noncompliance with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of the federal award funding this Agreement, Treasury or the Buyer may take remedial action as set for the 2. C.F.R. 200.339.

**J. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment; Compliance with 2 C.F.R. 283**

The Sellers shall comply with 2 C.F.R. 200.216 and shall require compliance with 2 C.F.R. 200.216 in any subcontract.

The Sellers shall exercise due diligence to ensure that none of the funds, including supplies and services, received under this Agreement are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The Sellers must terminate or void in whole or part any subcontract with a person or entity listed in the System Award Management Exclusions (SAM) as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subcontract.

**K. Preferences for Procurements**

As appropriate and to the extent consistent with law, the Sellers should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracting agreements and purchase orders for work or products under this Agreement.

For purposes of this Subsection:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction material composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**II. FISCAL MANAGEMENT**

Every subcontract approved by the Buyer and entered into by the Sellers under this Agreement shall be in writing and shall incorporate all of the clauses in this Section II, with word changes where appropriate to properly identify the parties to the subcontract. If any of the Sellers is a non-federal entity as defined in 2 CFR Part 200.69 and expends \$750,000.00 or more in Federal awards during its fiscal year, the Sellers shall meet the audit requirements of 2 CFR Part 200 Subpart F.

**A. Accounting Standards**

The Sellers agree to comply with OMB Uniform Guidance and 2 CFR part 200 and to adhere to the accounting principles and procedures required therein, to use adequate internal controls, and to maintain necessary source documentation for all costs incurred.

## **B. Audit and Recovery**

All disbursements of funds to the Sellers under this Agreement shall be subject to audit and recovery of disallowed costs from the Sellers. In the event of Sellers' noncompliance with Section 603 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the Buyer may impose additional conditions or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Section 603(c) of the Social Security Act regarding the use of funds, funds shall be subject to recoupment.

1. The Sellers shall maintain its records and accounts so as to facilitate the Buyer's audit requirement and shall ensure that subcontractors also maintain auditable records.
2. The Sellers are responsible for any audit exception incurred by its own organization or that of its subcontractors.
3. The Buyer reserves the right to recover from the Sellers all disallowed costs resulting from the audit.
4. The Sellers shall follow-up on and develop corrective action plans for all audit findings.

## **C. Accounting for Funds**

In the event of an audit, the Sellers shall account for all funds provided under this Agreement and demonstrate that the funds have only be used as provided for in this Agreement.

## **D. Repayment of Funds to County/Recoupment**

The Sellers shall return funds disbursed to it by the Buyer under this Agreement for return by the Buyer to the U.S. Department of the Treasury, upon the occurrence of any of the following events:

1. If the Sellers have any unspent funds on hand as of the earlier of the end date of this Agreement or the termination of this Agreement, the Sellers shall return all unspent funds to the Buyer within ten (10) calendar days of end date or termination.
2. If overpayments are made; or
3. If an audit of the Agreement by the U.S. Department of the Treasury, the State, or the Buyer determines that the funds have been expended for purposes not permitted by the Section 603 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the U.S. Department of the Treasury, the Buyer, or this Agreement.

To exercise recoupment or repayment, the Buyer shall make a written demand upon the Sellers for repayment, the Sellers shall be obligated to repay to the Buyer the funds demanded within sixty (60) calendar days of the demand. No exercise of the Buyer of the right to demand repayment of funds by the Sellers shall foreclose the Buyer from making an additional demand for repayment if a return of additional funds is required by the U.S.

Department of the Treasury; the Buyer's right to demand repayment from the Sellers may be exercised as often as necessary to recoup from the Sellers all funds required to be returned by the Buyer to the U.S. Department of the Treasury.

The Sellers are solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

#### **E. Debts Owed the Federal Government**

1. Any funds paid to the Sellers in excess of the amount to which the Sellers are finally determined to be authorized to retain under the terms of this Agreement, that are determined by the Treasury Office of Inspector General to have been misused or that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by the Sellers shall constitute a debt to the federal government.

2. Any debts determined to be owed the federal government must be paid promptly by the Sellers. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Sellers knowingly or improperly retain funds that are a debt as defined in paragraph 1 of this subsection, Treasury will take any actions available to it to collect such a debt.

3. Any debts determined to be owed to the Buyer must be promptly paid by the Sellers. A debt is delinquent if it has not been paid by the date specified in Buyer's initial written demand for payment, unless other satisfactory arrangements have been made or if the Sellers knowingly or improperly retains funds that are a debt. The Buyer will take any actions available to it to collect such a debt.

#### **F. Cost Principles**

The Sellers shall administer its provision of services in conformance with OMB Uniform Guidance and 2 CFR part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding under this Agreement. The Sellers are not required to provide cost sharing or matching funds under this Agreement.

#### **G. No Advance Payment**

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the Buyer.

## **H. Debarment and Suspension Certification**

The Sellers are required to comply with the provisions of Executive Order 12549, Executive Order 12689, 2 CFR 180. The Sellers, by signing the Agreement, certify that to the best of its knowledge and belief that:

1. The Sellers are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency;
2. That the Sellers have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offenses in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. The Sellers are not presently indicted for or otherwise criminal or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this subsection; and
4. The Sellers have not within a three (3) year period preceding the signing of this Agreement had one or more public transaction (Federal, state, or local) terminated for cause of default.

The Sellers agree to include the following required language in all subcontracts into which it enters resulting directly from the Sellers' duties under this Agreement:

The lower tier subcontractor certified, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the lower tier subcontractor is unable to certify to any of the statements in the contract, such subcontractor shall attach an explanation to the Agreement.

## **III. ADDITIONAL REQUIREMENTS**

### **A. Procurement**

Unless specified otherwise in this Agreement, the Sellers shall procure all materials, property, supplies, or services in accordance with the requirements of 2 C.F.R. § 200.318; Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 24 C.F.R. § 135; and 24 C.F.R. § 576.404. The Sellers, in subcontracting, shall comply with 2 C.F.R. § 321(b)(1-5).

### **B. Political Activities**



The Sellers agree that no funds provided, nor personnel employed, under this Agreement shall be in any way or to any extent be applied to, or engaged in, the conduct of political activities in violation of 24 CFR § 570.207(a)(3).

### **C. Public Information**

1. The Sellers shall ensure recognition of the role of the Buyer in this Agreement. All activities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source.
2. Any publication produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0194 awarded to Snohomish County by the U.S. Department of Treasury."
3. The Sellers shall include clause 2 of this subsection in any subcontract for services, subject to the terms and conditions of Exhibit C and attachments.

## **IV. RECORDS**

The Sellers shall comply with the following:

- A. The Sellers shall maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Social Security Act, Treasury's implementing regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Sellers shall also maintain:
  1. Records used for data collection for reports as required
  2. Records of compliance with conflict of interest requirements
  3. Records of compliance with the nondiscrimination requirements
  4. Financial Records, including supporting documentation for all costs submitted via Invoice
  5. Any other reporting obligations established by the U.S. Department of the Treasury as they relate to this award.
- B. The Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, and the Buyer shall have the right of access to records required under the Agreement (electronic and otherwise) of the Sellers in order to conduct audits.
- C. The Sellers shall include the clauses A and B above, adapted for the proper parties, in any subcontract for services subject to the terms and conditions of Exhibit C and attachments.

## **V. AFTER-THE-AGREEMENT/CLOSE-OUT REQUIREMENTS**

The Sellers' obligation to the Buyer shall not end until all close-out requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sellers have control over American Rescue Plan Section 9901 Coronavirus State and Local Fiscal Recovery Funds dollars. The Buyer will close-

out the award when it determines, in its sole discretion, that all applicable administrative actions and all required work has been completed.

## **VI. FALSE STATEMENTS**

The Sellers understand that making false statements or claims with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreement, and/or any other remedy available by law.

The Sellers shall include the above clause, adapted for the proper parties, in any subcontract for services subject to the terms and conditions of Exhibit C and attachments.

## **VII. DISCLAIMER**

The United States has expressly disclaimed any and all responsibility or liability to the Buyer or third persons for the actions of the Buyer or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the award of Federal funds to the Buyer under section 603(c) of the Act, or any Agreement or subcontract under such award.

The Buyer expressly disclaims any and all responsibility or liability to the Sellers or third persons for the actions of the Sellers or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from the performance of the Agreement, or any subcontract thereto.

The Agreement does not in any way establish an agency relationship between or among the United States, the Buyer, and the Sellers.

The Sellers shall include the above Disclaimer clauses, adapted for the proper parties, in any subcontract for services subject to the terms and conditions of Exhibit C and attachments.

**ATTACHMENT C-1  
COST CERTIFICATION FORM FOR COVID-19 BACKLOG EXPENSES**

1. I have the authority and approval from the governing body of the Sellers to request reimbursement from Snohomish County from the County's allocation of the CLFR as created in Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") for eligible expenditures under the parties' Purchase and Sale Agreement for the reporting period from March 3, 2021 through December 31, 2024.
2. I understand Snohomish County will rely on this certification as a material representation in processing this reimbursement.
3. I certify the use of funds submitted for reimbursement from CLFR funds under this Agreement were used only to cover those costs in accordance Section 9901 of the American Rescue Plan Act of 2021, regulations promulgated by Department of Treasury at 31 CFR Part 35, and Department of Treasury FAQs and guidance.
4. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued. I have reviewed the Section 9901 of the American Rescue Plan Act of 2021, the regulations at 31 CFR Part 35, and Department of Treasury (Treasury) FAQs and guidance and certify costs meet the parameters set forth therein. Any funds expended by the Sellers or its subcontractor(s) in any manner that does not adhere to the Section 9901 of the American Rescue Plan Act of 2021, the regulations at 31 CFR Part 35 and Treasury FAQs and guidance shall be returned to the Buyer for return to the Treasury.
5. I understand the Sellers receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Section 200.333—Retention Requirements for Records. Such documentation shall be produced for the Buyer upon request and may be subject to audit by state and/or federal representatives.
6. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
7. I understand funds received pursuant to this certification cannot be used for expenditures for which the Sellers has received any other funding (whether state, federal or private in nature) for the same expense.


**By signing this document, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Section 3729-3730 and 3801-3812).**

Sang Mok Kim

Chun Ok Kim

Kwang H. Kim

Signature:  

  
8/11/2022

Date: 8/11/22 8/11 22

**ATTACHMENT C-2, CERTIFICATION REGARDING LOBBYING  
AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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


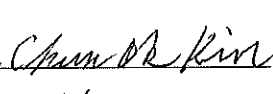
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to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


**I hereby certify that I have read and understood the obligations described above, that the Seller is in compliance with the above-described requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.**

Sang Mok Kim

Chun Ok Kim

Kwang H. Kim

Signature:  

  
Date: 8/11/22      8/11/22      8/11/22

**ATTACHMENT C-3. LOBBYING DISCLOSURE FORM**

52323

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b>  (attach Continuation Sheet(s) SF-LLL-A, if necessary)		<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>  (attach Continuation Sheet(s) SF-LLL-A, if necessary)
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for payment indicated in item 11:</b>  (attach Continuation Sheet(s) SF-LLL-A if necessary)		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		Signature: _____ Print Name: _____ Title: _____ Tele. No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

## INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

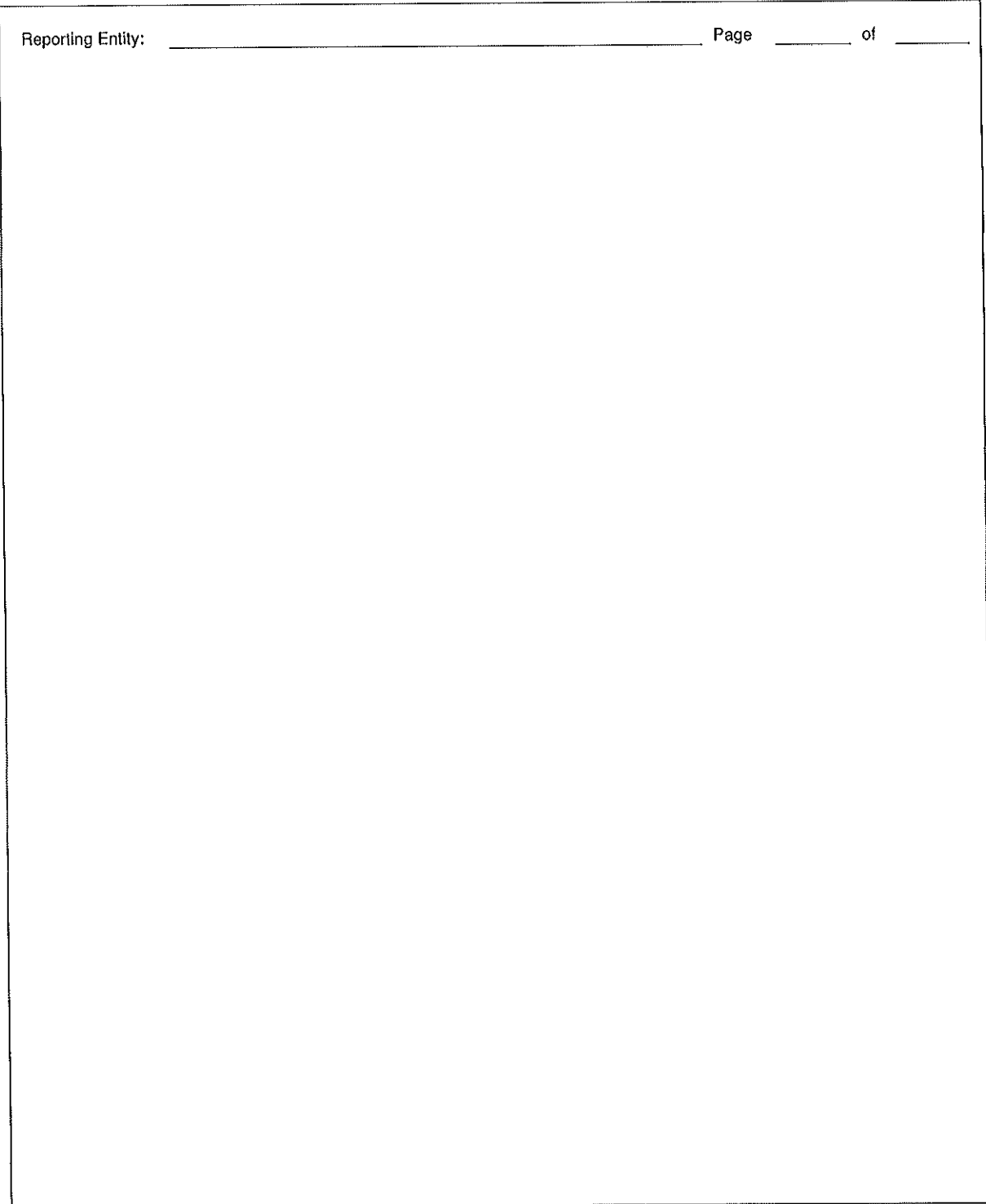
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by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

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

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_



**ATTACHMENT C-4, CIVIL RIGHTS CERTIFICATION  
AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901**

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

The Seller understands and acknowledges that:

As a condition of receipt of federal financial assistance from the Department of the Treasury, with monies distributed through Snohomish County, the Seller named below provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Seller's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or fund made available through the Department of Treasury.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Contractor's program(s) and activity(ies), so long as any portion of the Seller's program(s) or activity(ies) is federally assisted in the manner prescribed above

The Seller certifies the following:

1. The Seller ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. The Seller 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). The Seller 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, the Seller 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. The Seller understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. The Seller agrees to consider the need for language services for LEP persons when the Seller develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. The Seller acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon the Seller and Seller's successors, transferees, and assignees for the period in which such assistance is provided.



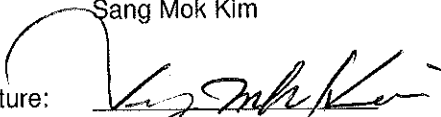


5. The Seller acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Seller and the Seller's subgrantees, contractors, subcontractor, successor, transferees, and assignees:

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

6. The Seller understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Seller for the period during which it retains ownership or possession of the property.
7. The Seller shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Seller shall comply with information requests, on-site compliance reviews and reporting requirements.
8. The Seller shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. The Seller also must inform the Department of the Treasury if the Seller has received no complaints under Title VI.
9. The Seller must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If the Seller settles a case or matter alleging such discrimination, the Seller must provide documentation of the settlement. If the Seller has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Seller makes sub-awards to other agencies or other entities, the Seller is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.
11. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement

measures that the United States may take in order to address violations of this document or applicable federal law.

I hereby certify that I have read and understood the obligations described above, that the Seller is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

	Sang Mok Kim	Chun Ok Kim	Kwang H. Kim
Signature:			
Date:	<u>8/11/22</u>	<u>8/11/22</u>	<u>8/11/2022</u>