



**AGREEMENT BETWEEN SPOKANE COUNTY AND
MMEC ARCHITECTURE & INTERIORS, LLC IN CONJUNCTION WITH THE AMERICAN RESCUE
PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD**

1. Contractor MMEC Architecture & Interiors, LLC 1 North Monroe, Suite 200 Spokane, WA. 99201	2. Award Amount Up to \$60,000	3. Tax ID# 91-1959034
4. Contractor Representative Walt Huffman, Principal MMEC Architecture & Interiors, LLC 1 North Monroe, Suite 200 Spokane, WA. 99201 509-624-6800 walt@mmecarchitecture.com	5. Spokane County Program / Contract Manager Justin Elliott, Lieutenant Spokane County Sheriff's Office 1100 W. Mallon Spokane, WA 99201 509-477-3786 jelliott@Spokanesherriff.org	
6. UEI # KZ6PVWFJJ6K6	7. Start Date 06/01/2023	8. End Date 05/31/2024
9. CFDA # 21.027 – Coronavirus State and Local Fiscal Recovery Funds	10. Federal Agency: U.S. Department of Treasury	
11. Project Number and Purchasing No P13257 and P13294		
12. Contract Purpose & Description: The American Rescue Plan (ARP) /Coronavirus State and Local Fiscal Recovery Funds (SLFRF) requires that the payments from the Coronavirus State and Local Fiscal Recovery Funds be used to cover expenses: (1) that respond to the COVID-19 public health emergency or its' negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (2) that respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (3) for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent fiscal year prior to the emergency; and (4) that make necessary investments in water, sewer, or broadband infrastructure.		
13. IN WITNESS WHEREOF SPOKANE COUNTY and the MMEC ARCHITECTURE INTERIORS acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Statement of Work (Exhibit A); Budget (Exhibit B); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.		
FOR THE CONTRACTOR:  Signature _____ Date <u>7.20.23</u> Name <u>WALT HUFFMAN, AIA</u> Title <u>PRINCIPAL</u>	FOR SPOKANE COUNTY:  Signature _____ Date <u>7/25/2023</u> Name <u>John F. Nowatz</u> Title <u>SHERIFF</u>	

(FACE SHEET)

WHEREAS, pursuant to the provisions of the Revised Code of Washington (RCW) §36.32.120(6), the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, this AGREEMENT is made pursuant to Request for Proposal (RFP) P13294 by and between SPOKANE COUNTY, a political subdivision of the State of Washington hereinafter known as the "COUNTY" having offices for the transaction of business as listed above and the MMEC ARCHITECTURE & INTERIORS, LLC hereinafter known as "MMEC", having offices for the transaction of business as listed above, are jointly, hereinafter referred to as the Parties; and

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth herein, the Parties mutually agree as follows:

1. SERVICES

- 1.1. MMEC shall provide those services set forth in the Scope of Work attached hereto as Attachment A and further defined in Exhibit H, both incorporated herein by reference. Services provided by MMEC shall be performed to the standard set by the County Representative, listed on the contract and in accordance with industry standards.

2. FINANCIAL REQUIREMENTS

- 2.1. MMEC agrees to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement, and the federal regulations and any executive orders commonly applicable to federal grants.

3. TERM

- 3.1. The term of this Agreement shall commence as of the start date on the Face Sheet and shall terminate on the end date on the Face Sheet.

4. RELATIONSHIP OF THE PARTIES

- 4.1. The Parties intend that an independent contracted MMEC relationship will be created by this Agreement. MMEC and/or employees, agents or any Contractor to this contracted MMEC performing under this Agreement are not employees or agents of the COUNTY in any manner whatsoever. MMEC will not be presented as, nor claim to be, an officer or employee of the COUNTY by reason of this Agreement nor will MMEC make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY by reason of this Agreement, including but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

5. COMPLIANCE WITH LAWS

- 5.1. MMEC and the COUNTY agree that all activity pursuant to this Agreement will be in accordance with all applicable current federal, state and local laws, rules and regulations. As a recipient of federal financial assistance under this Agreement, MMEC shall comply with all applicable state and federal statutes, regulations, executive orders and guidelines, including but not limited to the following:
 - 5.1.1. MMEC must comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the ADA 28 CFR Part 35. The ADA provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.
 - 5.1.2. MMEC shall solely comply with any and all applicable federal, state and local laws, regulations, executive orders, OMB Circulars and/or policies and the COUNTY will not be responsible for determining MMEC's compliance. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Person (RCW 70.92), and safety and health regulations.
- 5.2. MMEC shall comply with all applicable federal/state non-discrimination laws, regulations and policies and the COUNTY will not be responsible for determining MMEC's compliance. No person shall on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded in whole or in part, under this Agreement.
- 5.3. In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by MMEC, the COUNTY may rescind, cancel or terminate the Agreement in whole or in part in its sole discretion. MMEC is responsible for all costs or liability arising from its failure to comply with application laws, regulations, executive orders, OMB Circulars or policies.

6. EQUAL OPPORTUNITY TREATMENT FOR FAITH-BASED ORGANIZATIONS

- 6.1. MMEC agrees to comply with the applicable requirements of 28 CFR Part 38.

7. NEW CIVIL RIGHTS PROVISION

- 7.1. MMEC shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Agreement and the COUNTY will not be responsible for determining MMEC's compliance.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

- 8.1. MMEC must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that Contractors of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services and the COUNTY will not be responsible for determining MMEC's compliance. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. Department of Homeland Security (DHS) published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

9. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

- 9.1. MMEC will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If MMEC is not required to formulate an EEOP, it will submit a certification to the Office of Civil Rights (OCR) and the COUNTY indicating that it is not required to develop an EEOP and the COUNTY will not be responsible for determining MMEC's compliance.
- 9.2. If MMEC is required to develop an EEOP but not required to submit the EEOP to the OCR, MMEC will certify in writing to the COUNTY that it has an EEOP on file which meets the applicable requirements. If MMEC is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and the COUNTY. Non-profit organizations, federally recognized

Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification will also be submitted to the COUNTY. Information about civil rights obligations of grantees can be found at <http://www.opj.usdoj.gov/program/civil-rights/overview>.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

- 10.1. MMEC, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- 10.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 10.1.2. Have not within a three (3) year period preceding this Agreement, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense 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 of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - 10.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
 - 10.1.4. Have not within a three (3) year period preceding the signing of this Agreement had one or more public transactions (Federal, state, or local) terminated for cause of default.
- 10.2. Where MMEC is unable to certify to any of the statements in this Agreement, MMEC shall attach an explanation to this Agreement.
- 10.3. MMEC agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the COUNTY.
- 10.4. MMEC further agrees by signing this Agreement that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- 10.4.1. The lower tier grantee certifies, by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 10.4.2. Where the lower tier grantee is unable to certify to any of the statements in this Agreement, such grantee shall attach an explanation to this Agreement.
- 10.5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

11. COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES

- 11.1. The COUNTY shall reimburse MMEC an amount up to and not exceeding Sixty Thousand Dollars (\$60,00.00). This reimbursement amount is based upon the budget line items set forth in Exhibit B, attached hereto and incorporated herein by reference. There will be no initial payment.
- 11.2. The COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. MMEC shall not invoice the COUNTY in advance of delivery and invoicing of such goods or services.
- 11.3. MMEC will submit reimbursement requests to the COUNTY as detailed in Exhibit B, attached hereto and incorporated herein by reference. Payment for the expenditures will only occur if the request is submitted with the appropriate supporting documentation. Requests for reimbursement shall be via email to:
- Contessa Tucker, Acct Tech VI
Spokane County Sheriff's Office
1100 W. Mallon Avenue
Spokane, WA 99201
ctucker@spokanesherriff.org
- 11.4. In conjunction with each reimbursement request, MMEC shall certify that services performed under this Agreement do not duplicate any services charged against any other grant, subgrant, or other funding source.
- 11.5. Unless otherwise set forth in the bid, quote, submittal, and accepted by the COUNTY in the Agreement, payment shall be timely if made by the COUNTY no later than thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by MMEC.
- 11.6. The pricing submitted by MMEC and accepted by the COUNTY is inclusive of applicable payment terms, as well as, any and all fees incurred by MMEC in accepting payment. No additional fees or charges shall apply, unless otherwise preapproved by the COUNTY.

11.7. Contract pricing (fees, commissions, mark-ups, etc.) will remain firm for the duration of this Agreement.

11.8. Price Escalation

11.8.1. The contract prices will remain firm for the duration of this Agreement. A request for price escalation: 1) must be approved by the Parties prior to the proposed effective date; and 2) will only be allowed on a pass-through basis (does not result in a higher profit margin than that reflected in the prices awarded in the original proposal). MMEC we be required to provide sufficient documentation to justify the requested price escalation(s). COUNTY will determine the acceptability of sources of such documentation. Documentation will include a cost proposal with sufficient detail for the COUNTY to perform a cost/price analysis upon which the original proposal was made. An evaluation and/or audit will be performed on the cost proposal as well as other submitted documentation to determine if the requested price increase(s) is fair and reasonable. Approval of a price escalation request will be at the sole discretion of the COUNTY. Retroactive price increase adjustments will not be considered.

11.8.2. If the COUNTY does not find the documentation sufficient to support a price escalation request, the COUNTY reserves the option to counteroffer. Any counteroffers will be made in an amount, or at a rate, decided by the sole discretion of the COUNTY. The basis for such escalation may be based on any factors including the then current rate of inflation or the percentage of the change in the unadjusted figures, if any, in the U.S. Department of Labor Consumer Price Index for all Urban Consumers (CPI-U, U.S. City Average) hereafter called CPI. In the event the COUNTY elects to determine escalation on changes of the CPI, the relevant change period will be of the CPI for the twelve (12) month period ending June 30th each year.

11.8.3. This escalation/de-escalation provision and its methodology shall be considered to mean and apply to price decreases as well as increases. Price decreases may be considered and implemented at any time during the term of the contract if agreed to by both Parties. If a contract is operating on pricing resulting from the use of the CPI the COUNTY reserves the right to initiate a request for a price decrease, based upon the CPI, at any time.

11.8.4. Failure to reach Agreement on a request for an increase or decrease in price(s) can, at the sole option of the COUNTY, terminate the Agreement under the provisions for termination without cause.

12. RECOVERY OF FUNDS

12.1. Whenever, under the Agreement, any sum of money shall be recoverable from or payable by MMEC to the COUNTY the same amount may be deducted from any sum due to MMEC under the Agreement or under any other contract between

MMEC and the COUNTY including reasonable attorney fees and or any other collection costs. The rights of the COUNTY are in addition and without prejudice to and do not waive, alter or affect any other right the COUNTY may have to claim the amount of any loss or damage suffered by the COUNTY on account of the acts or omissions of MMEC.

13. INDEPENDENT AUDIT REQUIREMENTS

- 13.1. This section is not applicable to this contract.

14. SINGLE AUDIT ACT REQUIREMENTS

- 14.1. Non-federal entities, as subcontractors of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. The term “non-federal entity,” as defined in 2 CFR Part 200, means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or Contractor.
- 14.2. If MMEC is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. MMEC has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor’s Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.
- 14.3. MMEC shall maintain auditable records and accounts to facilitate the audit requirement and shall ensure that any sub-recipients to the contracted MMEC also maintain auditable records. MMEC is responsible for any audit exceptions incurred by its own organization or of its sub-recipients. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- 14.4. MMEC must respond to the COUNTY’s requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from MMEC all disallowed costs resulting from the audit.
- 14.5. Once the single audit has been completed and if it includes any audit findings, MMEC must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of MMEC’s fiscal year(s):

**Heather Arnold, Grant Administrator
Spokane County
1116 W. Bradway Ave.
Spokane WA. 99260**

- 14.6. If MMEC claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, MMEC must send a completed “2 CFR Part 200 Subpart F Audit Certification Form” to the COUNTY at the address listed above identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the MMEC’s fiscal year(s).
- 14.7. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.
- 14.8. MMEC shall include the above audit requirements in any sub-contracts.
- 14.9. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, MMEC’s failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY’s sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; and, the suspension of federal awards until the audit is conducted.

15. VENUE STIPULATION

- 15.1. This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the state of Washington. Venue of any suit between the Parties arising out of this Agreement shall be the Superior Court of Spokane County, Washington. MMEC, by execution of this Agreement, acknowledges the jurisdiction of the courts of the State of Washington.

16. SEVERABILITY

- 16.1. If any court of rightful jurisdiction holds any provision or condition of this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

17. AMENDMENTS AND MODIFICATIONS

- 17.1. MMEC and/or the COUNTY may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the COUNTY and MMEC. No other understandings or agreements, written or oral, shall be binding on the Parties.

- 17.2. The COUNTY reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by MMEC of the COUNTY's notification of a contemplated change, MMEC shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect MMEC's ability to meet the completion dates or schedules of this Agreement.
- 17.3. If the COUNTY so instructs in writing, MMEC shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.
- 17.4. If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment and MMEC shall not commence work on any such change until such written amendment has been issued and signed by each of the Parties.

18. CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

- 18.1. As required by 44 CFR Part 18, MMEC hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of MMEC to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that 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 Agreement, MMEC will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, MMEC will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Contractors 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, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

19. PERSONNEL

- 19.1. MMEC represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

- 19.2. All of the services required herein shall be performed by MMEC or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, licensed or permitted under state and local law to perform such services.
- 19.3. Any changes or substitutions on MMEC's key personnel as may be listed herein must be made known to the COUNTY's Contract Manager prior to execution, and written approval granted by the COUNTY before said change or substitution can become effective.
- 19.4. MMEC warrants that all services shall be performed by skilled and competent personnel who shall meet or exceed the professional standards in the field(s) of the work and that services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

20. TAXES, FEES, AND LICENSES

- 20.1. Unless otherwise provided in this Agreement, MMEC shall be responsible for paying and maintaining the current status of all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for MMEC required by statute or regulation that are applicable to the Agreement performance.

21. CONFLICT OF INTEREST

- 21.1. No officer or employee or governing body member of the COUNTY or MMEC exercising any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.
- 21.2. The COUNTY may, in its sole discretion, by written notice to MMEC terminate this Agreement if it is found after due notice and examination by the COUNTY that there is a violation of the conflict-of-interest provisions contained within this Agreement.
- 21.3. In the event this Agreement is terminated as provided in this conflict-of-interest clause, the COUNTY shall be entitled to pursue the same remedies against MMEC as it could pursue in the event of a breach of the Agreement by MMEC. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the COUNTY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

22. CONTRACTED FIRM SUB-RECIPIENT

- 22.1. The MMEC shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to the subcontracts.

- 22.2. Every subcontract prepared by MMEC regarding this Agreement shall bind the sub-recipient to follow all applicable terms of this Agreement. MMEC shall be responsible to the COUNTY if the sub-recipient fails to comply with any applicable term or condition of this Agreement. MMEC shall appropriately monitor the activities of the sub-recipient to ensure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of MMEC to the COUNTY for any breach in the performance of MMEC's duties.
- 22.3. Every subcontract written related to this Agreement shall include a term that the COUNTY is not liable for claims or damages arising from a subcontractor's performance of the subcontract.

23. PROCUREMENT

- 23.1. MMEC shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and all of MMEC's procurement policies and procedures.

24. EQUIPMENT, REAL PROERTY, AND SUPPLY MANAGEMENT (IF APPLICABLE)

- 24.1. Equipment and Real Property Management. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose, unless stated otherwise by Treasury. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity, consistent with any guidance that Treasury may issue. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.
- 24.2. MMEC and any non-federal entity to which MMEC makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - 24.2.1. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by MMEC, or a recognized non-federal entity to which MMEC has made a subaward, for which a contract, Contractor grant Agreement, or other means of legal transfer of ownership is in place;
 - 24.2.2. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in MMEC's inventory system;
 - 24.2.3. Inventory system records shall include:
 - 24.2.3.1. A description of the property;
 - 24.2.3.2. The manufacturer's serial number, model number, or other identification number;

- 24.2.3.3. The funding source for the equipment, including the Federal Award Identification Number (FAIN);
 - 24.2.3.4. The Assistance Listings Number [formerly Catalog of Federal Domestic Assistance (CFDA) number];
 - 24.2.3.5. The identity of the entity who holds the title;
 - 24.2.3.6. The acquisition date;
 - 24.2.3.7. The cost of the equipment and the percentage of federal participation in the cost;
 - 24.2.3.8. The location, use, and condition of the equipment at the date the information was reported; and
 - 24.2.3.9. The disposition data including the date of disposal and sale price of the property.
- 24.2.4. MMEC must take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two (2) years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by MMEC to determine the cause of the difference. MMEC shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- 24.2.5. MMEC shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. Further, if applicable, MMEC shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
- 24.2.6. MMEC must develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated and sent to the COUNTY.
- 24.2.7. MMEC shall obtain and maintain all necessary certifications and licenses for the equipment.
- 24.2.8. If MMEC is authorized or required to sell the property, proper sales procedures shall be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Agreement end date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, MMEC shall comply with the following procedures:
- 24.2.8.1. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, MMEC shall retain the supplies for use

on other activities or sell them, but shall, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

24.2.8.2. For Equipment:

24.2.8.2.1. Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency; or

24.2.8.2.2. Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. MMEC shall compensate the federal-sponsoring agency in accordance with the requirements of 2 CFR 200.313 (e)(2).

24.2.9. Records for equipment shall be retained by MMEC for a period of six (6) years from the date of disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by MMEC until all litigation, claims, or audit findings involving the records have been resolved.

24.3. Unless expressly provided otherwise, all equipment shall meet all mandatory regulatory and/or federal adopted standards to be eligible for purchase using Federal award funds.

24.4. As a Contractor of federal funds, MMEC shall pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which MMEC makes a subaward of federal award funds under this Agreement.

25. DISPUTE RESOLUTION

25.2. Except as otherwise provided in this Agreement, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. For the purpose of this Agreement, disputes shall not include the following: 1) failure to fulfill in a timely and proper manner the obligations contained within this Agreement, 2) financial insolvency or in a financial condition so as to endanger the performance contained within the Agreement or 3) violation of any laws or regulations that renders MMEC unable to perform any aspect of the Agreement. A request for a dispute resolution panel shall be in writing, shall state the disputed issue(s), shall state the relative positions of the Parties and shall be sent to all Parties. The panel shall consist of a representative appointed by the COUNTY, a representative by MMEC and a third party mutually agreed upon by both Parties, who shall be a member in good standing of the Washington State Bar Association with a minimum of ten (10) years' relevant experience. In the event that the Parties are unable to reach agreement on the third panel member the dispute over such member the appointment issue shall be submitted to the Spokane County Superior whom shall have the authority to appoint any person as the third panel member with relevant experience and licensure as set forth above.

The panel shall by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its own attorney fees and costs and share equally the cost of the third panel member. The decision of the Panel shall be final and binding upon the Parties. The Panel shall be governed by the duly promulgated rules and regulations of the American Arbitration Association or its successor, and RCW 7.04A. The situs of any proceeding before the panel shall occur in Spokane County, Washington. The decision of the panel may be entered as a judgment in any court of the State of Washington or elsewhere.

26. INDEMNIFICATION

- 26.1. The COUNTY shall protect, defend, indemnify, and hold harmless MMEC, its officers, employees, and agents while acting within the scope of this Agreement as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless MMEC if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of MMEC. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 26.2. MMEC agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while wrongfully or negligently acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). MMEC will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 26.3. The COUNTY and MMEC agree that the obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY employees or agents or MMEC employees or agents while performing work authorized under this Agreement. For this purpose, the COUNTY and MMEC, by mutual negotiation, hereby waive any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 26.4. These indemnifications and waiver shall survive the termination of this Agreement.

27. SUCCESSIONS AND ASSIGNS

- 27.1. The COUNTY and MMEC each bind itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor

MMEC shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other.

- 27.2. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and MMEC.

28. EXECUTION AND APPROVAL

- 28.1. The signatories to this AGREEMENT represent that they have the authority to bind their respective organizations to this Agreement. Only the Parties' authorized representatives shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both Parties' authorized representatives. Further, only the Authorized Signature representatives or the designee of the Authorized Signature representative shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans and other requests, and certifications and documents authorized by or required under this Agreement.

29. LOSS OR REDUCTION OF FUNDING

- 29.1. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate this Agreement in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to MMEC as a "Termination for Cause" without providing MMEC an opportunity to cure. Alternatively, the Parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

30. NONASSIGNABILITY

- 30.1. Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by MMEC.

31. NOTICES

- 31.1. Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by express delivery (USPS, Fedex, UPS), postage prepaid addressed to the COUNTY or MMEC at the address set forth on the FACE SHEET of this Agreement for such Party, or at such other

address as either Party shall from time-to-time designate by notice in writing to the other Party.

32. POLITICAL ACTIVITY

- 32.1. No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

33. RECORDS

- 33.1. MMEC agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect MMEC's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- 33.2. MMEC's records relating to this Agreement and the projects funded may be inspected and audited by the COUNTY and/or its designee, by the Office of the State Auditor, or by other state or federal officials authorized by law, for the purposes of determining compliance by MMEC with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- 33.3. The records shall be made available by MMEC for such inspection, and audit together with suitable space for such purpose, at any and all times during MMEC's normal working day.
- 33.4. MMEC shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by MMEC until all litigation, claims, or audit findings involving the records have been resolved.

34. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- 34.1. "Confidential Information" as used in this section includes:
 - 34.1.1. All material provided to MMEC by the COUNTY that is designated as "confidential" by the COUNTY;
 - 34.1.2. All material produced by MMEC that is designated as "confidential" by the COUNTY; and
 - 34.1.3. All personal information in the possession of MMEC that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, date of birth, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and

other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 34.2. MMEC shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. MMEC shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the COUNTY or as may be required by law. MMEC shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, MMEC shall provide the COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this Agreement whenever the COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. MMEC shall make the changes within the time period specified by the COUNTY. Upon request, MMEC shall immediately return to the COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by MMEC against unauthorized disclosure, and MMEC shall ensure destruction of any and all retained copies of such CONFIDENTIAL materials after the period of retention of records required herein.
- 34.3. Unauthorized Use or Disclosure. MMEC shall notify the COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

35. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

- 35.1. The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this Agreement or any other approval or concurrence under this Agreement. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

36. PUBLICITY

- 36.1. MMEC agrees not to publish or use any advertising or publicity materials in which the COUNTY's name is mentioned, or language used from which the connection with the COUNTY's name may reasonably be inferred or implied, without the prior written consent of the COUNTY.

37. TERMINATION FOR CONVENIENCE

- 37.1. Notwithstanding any provisions of this Agreement, MMEC may terminate this Agreement by providing written notice of such termination to the COUNTY's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.
- 37.2. Except as otherwise provided in this Agreement, the COUNTY, in its sole discretion and in the best interests of the COUNTY, may terminate this Agreement in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to MMEC. Upon notice of termination for convenience, the COUNTY reserves the right to suspend all or part of the Agreement, withhold further payments pending calculation of any amounts owed MMEC pursuant to Section No. 38 below, or prohibit MMEC from incurring additional obligations of funds. In the event of termination, MMEC shall be liable for all damages as authorized by law. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

38. TERMINATION OR SUSPENSION FOR CAUSE

- 38.1. In the event the COUNTY, in its sole discretion, determines MMEC has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that renders MMEC unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the COUNTY has the right to immediately suspend or terminate this Agreement in whole or in part.
- 38.2. The COUNTY shall, except as otherwise provided herein, notify MMEC in writing of the need to take corrective action and provide a period of time in which to cure. The COUNTY is not required to allow MMEC an opportunity to cure if it is not feasible as determined solely within the COUNTY'S discretion. Any time allowed for cure shall not diminish or eliminate MMEC's liability for damages or otherwise affect any other remedies available to the COUNTY. If the COUNTY allows MMEC an opportunity to cure, the COUNTY shall notify MMEC in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the COUNTY, or if such corrective action is deemed by the COUNTY to be insufficient, the Agreement may be terminated in whole or in part.
- 38.3. The COUNTY reserves the right to suspend all or part of the Agreement, withhold further payments, pending calculation of any amounts owed MMEC pursuant to Section No. 39 below, or prohibit MMEC from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by MMEC, if allowed, or pending a decision by the COUNTY to terminate the Agreement in whole or in part. In the event of termination for cause, MMEC shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover

Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that MMEC: (1) was not in default or material breach, or (2) failure to perform was outside of MMEC's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience."

39. TERMINATION PROCEDURES

- 39.1. In addition to the procedures set forth below, if the COUNTY terminates this AGREEMENT, MMEC shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the COUNTY may require MMEC to deliver to the COUNTY any property specifically produced or acquired for the performance of such part of this Agreement.
- 39.2. If the termination is for convenience, the COUNTY shall pay to MMEC an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the COUNTY prior to the effective date of Agreement termination, in the amount agreed upon by MMEC and the COUNTY for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the COUNTY, (iii) other work, services and/or equipment or supplies and services which are accepted by the COUNTY, and (iv) necessary for the protection and preservation of property.
- 39.3. Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the COUNTY shall determine the extent of the liability of the COUNTY. The COUNTY shall have no other obligation to MMEC for termination. The COUNTY may withhold from any amounts due to MMEC such sum as the COUNTY determines to be necessary to protect the COUNTY against potential loss or liability. The rights and remedies of the COUNTY provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 39.4. After receipt of a notice of termination, and except as otherwise directed by the COUNTY in writing, MMEC shall:
 - 39.4.1. Stop work under the Agreement on the date, and to the extent specified, in the notice;
 - 39.4.2. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

- 39.4.3. Assign to the COUNTY, in the manner, at the times, and to the extent directed by the COUNTY, all of the rights, title, and interest of MMEC under the orders and sub-contracts so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- 39.4.4. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the COUNTY to the extent the COUNTY may require, which approval or ratification shall be final for all the purposes of this clause;
- 39.4.5. Complete performance of such part of the work not having been completed may be completed by the COUNTY, or its assigns, at COUNTY's discretion, in compliance with all contractual requirements. Further, COUNTY may, at its discretion, allow for MMEC to complete any parts or portions of the Agreement not terminated by COUNTY to be completed by MMEC; and
- 39.4.6. Take such action as may be necessary, or as the COUNTY may require, for the protection and preservation of the property related to this Agreement which is in the possession of MMEC and in which the COUNTY has or may acquire an interest.

40. WAIVER

- 40.1. No conditions or provisions to this Agreement can be waived unless approved in advance in writing. Either PARTY's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

41. UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

- 41.1. MMEC is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. MMEC may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in the Washington Administrative Code (WAC) 326-30-041.

42. INSURANCE

- 42.1. MMEC shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the Agreement. The following is a list of the required Agreement coverage requirements:

- 42.1.1. GENERAL LIABILITY INSURANCE: MMEC shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation(s), personal injury and fire damage.
- 42.1.2. AUTOMOBILE LIABILITY INSURANCE with a combined single limit, or the equivalent of not less than \$1,000,000.00 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- 42.1.3. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must provide that SPOKANE COUNTY, it's officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named as additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, Its' Officers, Agents and Employees Are Named As An Additional Insured As Respects To AGREEMENT BETWEEN SPOKANE COUNTY AND FEDERAL ENGINEERING INC., IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD".
- 42.1.4. WORKERS COMPENSATION: If MMEC has employees, it shall show proof of Worker's Compensation coverage effective in Washington State by providing its State Industrial Account Identification Number. Provision of this number will be MMEC's assurance that coverage is in effect.
- 42.1.5. PROFESSIONAL LIABILITY INSURANCE: MMEC shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.
- 42.2. Any exclusion to MMEC's insurance policies that may restrict coverage required in the Agreement's insurance requirements must be pre-approved by the Spokane County Risk Management Department. MMEC's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for MMEC and either the additional insured policy language or a copy of any required endorsement(s) and returned to the Spokane County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on MMEC's general liability policy with respect to activities under the Agreement. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

- 42.3. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by MMEC.
- 42.4. Failure of MMEC to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the COUNTY's discretion.
- 42.5. Providing coverage in the above amounts shall not be construed to relieve MMEC from liability in excess of such amounts.

43. MONITORING

- 43.1. The COUNTY will monitor the activities of MMEC from the award date to closeout. The goal of the monitoring activities will be to ensure that MMEC, as an agency receiving federal pass-through funds, is in compliance with the federal grant award requirements as well as federal/state audit requirements. To document compliance with the 2 CFR Part 200 Subpart F requirements, MMEC shall complete and return to the COUNTY the attached Audit Certification Form which is incorporated herein and made part of this Agreement. The Audit Certification Form must be signed each fiscal year thereafter until the completion of this Agreement.
- 43.2. Monitoring activities performed by the COUNTY may include, but are not limited to:
 - 43.2.1. Review of financial and performance reports; and
 - 43.2.2. Review of reimbursement requests and supporting documentation to ensure compliance with federal rules and regulations.
- 43.2. MMEC is required to pass on this monitoring language in all subcontract awards and to perform all monitoring activities regarding any subcontractor.

44. NON-SOLICITATION AGREEMENT

- 44.1. Each Party understands that the other Party's individual employees are some of the most valuable assets within their organization, responsible for the creative forces behind each Party's advancements in technology and business development. Recognizing the value each Party places on its individual employees and each Party's interest in retaining its employees, it is agreed that during the term of this Agreement, neither Party shall, directly or indirectly, induce or try to induce any employee of the other Party to leave the employment of the other Party or that of any of its subsidiaries or affiliates to work for another person or company that does or may be expected to compete with the non-soliciting Party or any of its subsidiaries or affiliates.

45. EXCUSABLE DELAYS

- 45.1. MMEC shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond MMEC's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the COUNTY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

46. ANTI-KICKBACK

- 46.1. No officer or employee of the COUNTY, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or be granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.
- 46.2. MMEC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for MMEC to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or MMEC, other than a bona fide employee working solely for MMEC any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

47. PRECEDENCE

- 47.1. Contract Documents: The Contract Documents consist of this Agreement and the other documents listed below and all modifications and modifications issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control and the order of precedence will be in the order listed. An enumeration of the contract documents is set forth below:

- 47.1.1. Change Orders; and
- 47.1.2. This Agreement; and
- 47.1.3. Exhibit A Scope of Work; and
- 47.1.4. Exhibit B Budget Detail; and
- 47.1.5. Exhibit C Phase Definitions

EXHIBIT A
SCOPE OF WORK

The Spokane County Sheriff's Office was awarded funds by the Spokane Board of County Commissioners for the Community Violence Interventions Eligible Category (EC) 1.11 under the American Rescue Plan (ARP)/State and Local Fiscal Recovery Funds (SLFRF). The purpose of this award was to partially fund a multi-phased pilot that will build and implement a regional Real-Time Crime Center (RTCC).

MMEC will assist the COUNTY, by providing RTCC Consultant services to perform the following Architectural & Engineering Services:

- Pre-Planning:
 - As built floor plans (verify existing plans) Work with you to review all existing document of space. (16 HRS)
 - Meet with all stakeholders to discuss specific requirements of each of the spaces within the Crime Center to determine space needs. This includes mechanical & electrical engineering consultants, grant representatives, specialized furniture consultants – Russ Bassett, Security & IT – Camtek as well as other County departments that will interact with this space. (32 HRS)
- Space Planning:
 - Space Plan Options - Develop plan options that can be reviewed with you and stakeholders. (32 HRS)
 - Finalize Space Plans. (8 HRS)
- Construction Documents:
 - Prepare base drawings for consultant and County use. (16 HRS)
 - Demolition Plans & Floor Plans. (8 HRS)
 - Reflected ceiling plans and selection of special lighting. (8 HRS)
 - Design and detailing of casework/cabinets etc. (16 HRS)
 - Door and Hardware Schedules. (4 HRS)
- Finishes:
 - Final Selection and Scheduling of finishes. (8 HRS)
- Specifications:
 - Specifications. (24 HRS)
- Permitting:
 - Work with the City to obtain building permit. (16 HRS)

- Bidding:
 - Bidding (answering questions, providing any addenda information if required. (16 HRS)
- Construction Administration:
 - MMEC will be available for review of shop drawings etc. during construction to answer questions to keep the project moving on schedule. (32 HRS)

EXHIBIT B
BUDGET DETAIL

Item	Amount	Total
Total Architectural Hours (236 hours)		\$30,680
Principal Architect	\$225 / hour	
Project Manager III	\$135 / hour	
Project Manager II	\$110 / hour	
Project Manager I	\$85 / hour	
Engineering & Consultant		\$19,500
Mechanical Engineering Fees	\$10,500	
Electrical Engineering Fees	\$7,500	
Door Hardware Consultant	\$500	
Cost Estimating (if required)	\$1,000	
Other Services (only as authorized and approved by Spokane County Staff)*		\$7,870
Printing	\$1,120	
Record Drawings	\$2,000	
Radio Frequency Consultant	\$2,000	
Structural Engineering Fees	\$2,750	
Contingency		\$1,950
TOTAL		\$60,000

In order to be eligible for reimbursement all expenses, including Direct Costs, must be submitted with supporting documentation. Payroll Expenses must be accompanied by a Time and Effort Certification and a timesheet signed by the employee and supervisor.

Fees for Mechanical and Electrical engineering will be required on this project. The fees for Mechanical and Electrical engineering services are reflected above.

*Other Services: The services outlined in this portion of the budget will only be allowable if authorized and approved in advance by Spokane County.

EXHIBIT C
PHASE DEFINITIONS – A/E BASIC SERVICES

A/E Basic Design Services consist of the services described in the following pages. These design services include normal architectural, structural, civil, mechanical, and electrical engineering services.

Schematic Design Services (13 Percent)	
In the Schematic Design Phase the A/E provides those services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of project components for approval by the agency. Design should be conceptual in character, based on the requirements developed during the Predesign Phase, approved by the agency, or program requirements provided by the agency and reviewed and agreed upon by the A/E. Schematic design includes the following:	
Project Administration	Services consisting of schematic design administrative functions including consultation, meetings and correspondence, and progress design review conferences.
Disciplines Coordination	Coordination between the architectural work and engineering work and other involved consultants for the project. When specialty consultants are used, additional coordination beyond basic services may be required and negotiated for appropriate phases of the work.
Document Checking	Review and coordination of project documents.
Consulting Permitting Authority	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes.
Data Coordination User Agency	Review and coordination of data furnished for the project by the agency.
Architectural Design	Services responding to scope of work (program/predesign) requirements and consisting of preparation of conceptual site and building plans, schematic sections and elevations, preliminary selection of building systems and materials, development of approximate dimensions, areas and volumes.
Structural Design	Services consisting of recommendations regarding basic structural material and systems, analysis, and development of conceptual design solutions.
Mechanical Design	Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), plumbing, fire protection, and general space requirements.
Electrical Design	Services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analysis, and development of conceptual design solutions for power service and distribution, lighting, communication raceways, fire detection and alarms, and general space requirements.
Civil/Site Design	Services consisting of site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking, and fencing locations.
Specifications	Services consisting of preparation for agency's approval of proposed development of architectural outline specifications, and coordination of outline specifications of other disciplines.

Materials Research	Services consisting of identification of potential of architectural materials, systems, and equipment.
Scheduling	Services consisting of reviewing and updating previously established project schedules or initial development of schedules for decision making, design, and documentation.
Cost Estimating	Services consisting of development of an estimate of construction cost from quantity surveys and unit costs of building elements for the project. Costs shall reflect the level of design elements presented in the Schematic Design documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule, and budget options to stay within the budget.
Presentations	Services consisting of appropriate presentation(s) of Schematic Design documents by the A/E to agency representatives.
Design Development Services (20 Percent)	
In the Design Development Phase, the A/E shall provide those services necessary to prepare from the approved Schematic Design Documents, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project for approval by the agency. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation. Design Development includes the following:	
Project Administration	Services consisting of design development administrative functions including consultation, meetings and correspondence, and progress design review conferences with user agency.
Disciplines Coordination	Coordination of the architectural work and the work of engineering with other involved consultants for the project.
Document Checking	Review and coordination of documents prepared for the project.
Permitting Authority Consulting	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.
User Agency Data Coordination	Review and coordination of data furnished for the project by the agency.
Architectural Design	Services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the project through plans, sections and elevations, typical construction details, three dimensional sketches, materials selections, and equipment layouts.
Structural Design	Services consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish basic structural system and dimensions, structural design criteria, foundation design criteria, preliminary sizing of major structural components, critical coordination clearances, and outline specifications or materials lists.
Mechanical Design	Services consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline specifications for materials lists to establish approximate equipment sizes and capacities, preliminary equipment layouts, required space for equipment, chases and clearances, acoustical and vibration control, visual impacts and energy conservation measures.
Electrical Design	Services consisting of continued development and expansion of electrical Schematic Design Documents and development of outline specifications or materials lists to establish criteria for lighting, electrical and communication raceways, approximate sizes and capacities of major components, preliminary equipment layouts, required space for equipment, chases, and clearances.

Site Design	Services consisting of continued development of civil/site Schematic Design documents and development of outline specifications required for the project which are normally prepared by the architect. See Additional Services for detailed civil design services beyond basic services.
Specifications	Services consisting of preparation for agency's approval of proposed General and Supplementary Conditions of the Contract for construction, development of architectural outline specifications, coordination of outline specifications of other disciplines, and production of design manual including design criteria, and outline specifications of materials lists.
Scheduling	Services consisting of reviewing and updating previously established schedules for the project.
Cost Estimating	Services consisting of development of an estimated construction cost from quantity surveys and unit costs of building elements for the project. Costs shall reflect the level of design elements presented in the Design Development documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule and budget options to stay within the Budget.
Presentations	Services consisting of appropriate presentation(s) of Design Development documents by the A/E to agency representatives.
Construction Document Services (36 Percent)	
In the Construction Documents Phase, the A/E shall provide those services necessary to prepare for approval by the agency, from the approved Design Development Documents, Construction Documents consisting of drawings, specifications, and other documents setting forth in detail the requirements for construction of the project and bidding and contracting for the construction of the project.	
Project Administration	Services consisting of construction documents, administrative functions including consultation, meetings and correspondence, and progress design review conferences.
Disciplines Coordination	Coordination of the architectural work, with the work of engineering, and with other involved consultants for the project.
Document Checking	Review and coordination of documents prepared for the project.
Permitting Authority Consulting	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.
User Agency Data Coordination	Review and coordination of data furnished for the project by the agency.
Architectural Design	Services consisting of preparation of drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the project.
Structural Design	Services consisting of preparation of final structural engineering calculations, drawings and specifications based on approved Design Development Documentation, setting forth in detail the structural construction requirements for the project.
Mechanical Design	Services consisting of preparation of final mechanical engineering calculation, drawings and specifications based on approved Design Development Documentation, setting forth in detail the mechanical construction requirements for the project.
Electrical Design	Services consisting of preparation of final electrical engineering calculation, drawing and specifications based on approved Design Development documentation, setting forth in detail the electrical construction requirements for the project.

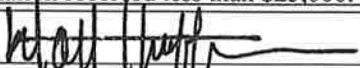
Site Design	Services consisting of preparation of final civil/site design drawings and specifications based on approved Design Development documentation required for the project which are normally prepared by the architect. See Additional Services for detailed civil design services beyond basic services.
Specifications	Services consisting of activities of development and preparation of bidding documents, Conditions of the Contract, architectural specifications, coordination of specifications prepared by other disciplines, and compilation of project manual.
Cost Estimating	Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Costs shall reflect the level of design elements presented in the Construction documents plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule, and budget options to stay within the Budget.
Scheduling	Services consisting of reviewing and updating previously established schedules for the project.
User Agency Assistance	Provide necessary information to user agency for the preparation of cost statistics.
Bidding Phase (2 Percent)	
In the Bidding Phase, the A/E, following the agency's approval of the Construction Documents and the most recent statement of probable construction cost, shall provide those services necessary for the A/E to assist the agency in obtaining bids and in awarding and preparing contracts for construction. In the case of phased construction, the agency may authorize bidding of portions of the work.	
Project Administration	Services consisting of bidding administrative functions.
Disciplines Coordination	Coordination between the architectural work and the work of engineering and other involved consultants for the project.
Bidding Materials	Services consisting of organizing, coordinating, and handling Bidding Documents for reproduction, distribution and retrieval, receipt and return of document deposits.
Addenda	Services consisting of preparation and distribution of Addenda as may be required during bidding and including supplementary drawings, specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.
Bidding	Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents, attendance at bid opening, and documentation and distribution of bidding results.
Analysis of Substitutions	Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders prior to receipt of bids.
Bid Evaluation	Services consisting of validation of bids, participation in review of bids and alternates, evaluation of bids, and recommendation on award of contract.

Contract Agreements	Assist using agency in notification of contract award, assistance in preparation of Construction Contract agreements when required, preparation and distribution of sets of contract documents for execution of the contract, receipt, distribution and processing, for agency approval, of required certificates of insurance, bonds and similar documents, and preparation and distribution to contractor(s) on behalf of the agency, of notice(s) to proceed with the work.
Construction Contract Administration Phase (27 Percent)	
In the Construction Contract Administration Phase, the A/E shall provide those services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction.	
Project Administration	Services consisting of construction contract administrative functions including consultation, conferences, communications, and progress reports.
Disciplines Coordination Document Checking	Coordination between the architectural work and the work of engineering and other involved consultants for the project. Reviewing and checking of documents (required submittals) prepared for the project.
Permitting Authority Consulting	Services relating to applicable laws, statutes, regulations and codes of regulating entities relating to the agency's interests during construction of the project.
Construction Administration	Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents. Distribution of submittals to agency, contractor, and field representatives as required. Maintenance of master file of submittals and related communications.
Construction Field Observation	Services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents, and preparing related reports and communications. A/E to chair project meetings.
Project Representation	Services consisting of assisting the agency in selection of full or part time project representative(s).
Documents	Services consisting of preparation, reproduction, and distribution of clarification documents and interpretations in response to requests for clarification by contractors or the user agency. Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified, review of proposals, review and recommend changes in time for substantial completion, assisting in the preparation of modifications of the contracts and coordination of communications, approvals, notifications, and record-keeping relative to changes in the work. Additional fees for changes to the scope of a project shall be negotiated.
Scheduling	Services consisting of monitoring the progress of the contractors relative to established schedules and making status reports to the user agency.
Cost Accounting	Services consisting of maintenance of records of payments on account of the contract and all changes thereto, evaluation of applications for payment and certification thereof, and review and evaluation of cost data submitted by the contractors for work performed.

Project Closeout (2 Percent)	
Project Closeout	Services initiated upon notice from the contractor that the work is sufficiently complete, in accordance with the contract documents, to permit occupancy or utilization for the use for which it is intended, and consisting of a detailed inspection for conformity of the work to the contract documents, issuance of certificate of substantial completion, final inspections, receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds, permits, and issuance of final certificate for payment. Submittal of recommendation of project acceptance to the agency.
Record Documents (As-Built)	Based on contractors marked up field records, prepare and supply completed record documents (as-builts) to user agency.
Operations and Maintenance Manuals	Services consisting of processing, reviewing, commenting on, taking appropriate action, and transmitting Operations and Maintenance Manuals provided by the contractor to user agency.
Warranty Period	Continued assistance to investigate contract problems that arise during the warranty period.

**EXHIBIT D
FFATA FORM**

Contractor Agency: MMEC Architecture + Interiors				
Grant and Year: 2023		Agreement Number:		
Completed by:	<u>Walt Huffman</u> <i>Name</i>	Architect	<u>509-624-6800</u> <i>Telephone</i>	
Date Completed: 7-20-2023				
STEP 1				
Is your agreement less than \$25,000?	YES <input checked="" type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input checked="" type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
STEP 5				
Executive #1	Name:			
	Total Compensation amount: \$			
Executive #2	Name:			
	Total Compensation amount: \$			
Executive #3	Name:			
	Total Compensation amount: \$			
Executive #4	Name:			
	Total Compensation amount: \$			
Executive #5	Name:			
	Total Compensation amount: \$			
STEP 6				
If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature:  Date: 7-20-2023

- * Total compensation refers to:
- Salary and bonuses
 - Awards of stock, stock options, and stock appreciation rights
 - Other compensation including, but not limited to, severance and termination payments
 - Life insurance value paid on behalf of the employee

Additional Resources:
<http://www.whitehouse.gov/omb/open>
<http://www.hrsa.gov/grants/ffata.html>
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>
<http://www.grants.gov/>

EXHIBIT E

DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION FORM

NAME Walt Huffman		Doing business as (DBA)	
ADDRESS 1 North Monroe Spokane WA 99201	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 601 939 146	Federal Employer Tax Identification #: 91-1959034
This certification is submitted as part of a request to contract.			

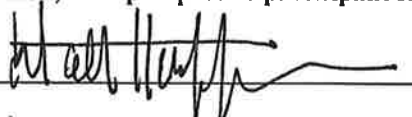
Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction

The prospective lower tier participant certifies, by submission of this proposal or contract, 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. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature:  **Date:** 7.20.2023

Print Name and Title: WALT HUFFMAN, ARCHITECT

EXHIBIT F

REQUEST FOR PROPOSAL (RFP)

COPY ON FILE

EXHIBIT G

FE'S PROPOSAL DATED FEBRUARY 27, 2023

COPY ON FILE