

Grant No: _____
Office use only

**ONEREDMOND
REDMOND SMALL BUSINESS RESILIENCY GRANT PROGRAM 2023
AGREEMENT**

This Redmond Small Business Resiliency Grant Program 2023 Agreement (“Agreement”) is entered into by and between OneRedmond, a 501(c)6 organization hereinafter referred to as the “OneRedmond,” and _____, d/b/a/ _____ a business operating within the City of Redmond, hereinafter referred to as the “Grant Recipient.”

WHEREAS, the U.S. Congress enacted the American Rescue Plan Act (“ARPA”) which provides funding to assist small businesses, and government with responding to the COVID-19 health crisis;

WHEREAS, the City of Redmond received an allocation of ARPA Funds from the State of Washington; a portion of which the City Council has allocated for the support of small businesses located within the City;

WHEREAS, the City has engaged OneRedmond to administer the Redmond Small Business Resiliency Grant 2023 Program to provide funding for certain expenses that are necessary expenditures incurred due to the public health emergency with respect to COVID-19 for small business that were impacted by the COVID-19 public health emergency;

WHEREAS, the Grant Recipient submitted an application for grant funding and, OneRedmond has determined said Grant Recipient’s application satisfies the eligibility criteria for the Redmond Small Business Resiliency Grant 2023 Program;

WHEREAS, no City employees or elected officials were involved in the selection process in any way, and the grant was awarded based on meeting the eligibility requirements and a lottery award process;

WHEREAS, OneRedmond hereby awards the Grant Recipient a grant in the total amount of \$5,000 subject to the terms and conditions of this Agreement and Exhibit A.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intended to be bound hereby, it is mutually agreed as follows:

Grant Award.

1. The total grant awarded to the Grant Recipient is \$5,000, disbursed in one (1) payment.
2. The Grant Recipient acknowledges that this is a one-time award of funding and that no additional funding will be provided by OneRedmond.
3. Grant Recipient shall provide a UEI number, and complete and return a W-9 tax form to OneRedmond prior to disbursement of the Grant Award.

Grant Recipient Responsibilities.

1. Grant Recipient shall maintain a current and active Unified Business Identification Number (UBI) for length of the grant term.
2. Grant recipients shall be located in the incorporated City of Redmond with a current and active City of Redmond business license endorsement and an active Unified Business Identification Number (UBI).
3. Grant Recipient certifies that the Grant Recipient's business/organization is not currently in bankruptcy, does not have unpaid code enforcement judgments, liens, or outstanding penalties, and is not in violation of any federal, state or local laws.
4. Grant Recipient certifies that it is not suspended from contracting with the federal government, or from receiving contracts paid for with federal funds.
5. Grant Recipient shall certify they have not already received federal funds for the same expenses for which the Grant Award will be used.
6. Grant Recipient certifies that no owner, officer, partner, or principal actor of the business is currently employed by OneRedmond or has an immediate family member who is a current employee of OneRedmond.
7. Grant Recipient certifies the information provided in its application and the information provided in all supporting documents and forms are true and accurate in all material respects.
8. Grant Recipient understands and agrees that funds provided under this Agreement may only be used in compliance with section 603(c) of the Social Security Act ("the Act"), as added by section 9901 of the American Rescue Plan Act ("ARPA"), the U.S. Department of Treasury's ("Treasury's") regulations implementing that section, guidance issued by Treasury regarding the foregoing, including without limitation any Treasury regulations and guidance issued after the execution of this Agreement, and any other applicable federal provisions.
9. Grant Recipient certifies that the grant funds will be used to cover "costs incurred" as a result of the pandemic by the Grant Recipient between March 3, 2021, and December 31, 2024,
10. Grant Recipient certifies the business experienced a negative impact resulting from the COVID-19 pandemic.
11. Grant Recipient shall be required to reimburse OneRedmond for those unauthorized expenditures.
12. Record Keeping and Reporting
 - a. The Grant Recipient shall allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - b. The Grant Recipient shall make available to OneRedmond, upon request, all of the Recipient's records and documents with respect to all matters covered by this Agreement, if required in a Federal audit.
 - c. The Recipient shall retain all records related to this Agreement for a period of six (6) years following the receipt of Grant Funds. These records, including materials generated under the contract, shall be subject at all reasonable times to inspection and review by the OneRedmond, and to an audit by the City of Redmond, King County, Washington State Department of Commerce, personnel duly authorized by Commerce, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

- d. If any litigation, claim or audit is started before the expiration of the six (6) year period provided in Section 3(e) above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
13. Grant Recipient certifies that the Grant Funding will not be used to facilitate the production, processing, promotion, distribution, or sale (wholesale or retail) of marijuana and cannabinoid products, concentrates, or extracts.
 14. Lobbying
 - a. The Grant Recipient agrees that none of the funds paid through this contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
 - b. The Grant Recipient agrees that none of the funds paid through this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - c. The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, English Federal Terms and Conditions 2 pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control. (Sec. 503)

Publicity Requirements.

1. The Grant Recipient agrees that OneRedmond and the City of Redmond may photograph, document, or otherwise publicize the Redmond Small Business Resiliency Grant 2023 Program that has funded the provision of Grant Recipient's services, including the Grant Recipient's participation, in all OneRedmond and City of Redmond publications, including the OneRedmond and City of Redmond website and social media webpages.
2. The Grant Recipient may acknowledge OneRedmond and the City of Redmond's provision of the Grant Award in all advertisements and publications, including social media webpage postings, produced by the Grant Recipient. The Grant Recipient may utilize OneRedmond and the City of Redmond's logo for such purposes and may

include the following or similar language in those advertisements and publications:
[Name of Business] thanks the City of Redmond and OneRedmond for providing ARPA funding to assist in covering expenses due to the effects of COVID-19.

Termination.

1. The Grant Recipient may rescind this Agreement unilaterally at any time prior to disbursement of the Grant Award. After disbursement, this Agreement may be terminated only after the Grant Recipient has returned all Grant funds to OneRedmond. Termination pursuant to this subsection shall bar the Grant Recipient from further participation in the Redmond Small Business Resiliency Grant 2023 Program.
2. Termination for Cause.
 - a. OneRedmond shall have the right to terminate this Agreement for the material breach of any term or condition of this Agreement by sending written notice requiring the Grant Recipient to cure the alleged breach within ten (10) calendar days of the written notice. The Grant Recipient is solely responsible for any expenses associated with cure of its non-compliance or failure to perform. If the Grant Recipient fails to cure the alleged breach within the ten (10) calendar days or to obtain written consent from OneRedmond for a reasonable extension of the cure period, the Grant Award shall be revoked and this Agreement terminated effective at the end of the ten (10) calendar day cure period without additional notice. If Termination for Cause, the Grant Recipient shall reimburse OneRedmond for any funds remaining and for any funds that may have been expended for an unauthorized expense. Failure to cure the default shall bar the Grant Recipient from further participation in the Redmond Small Business Resiliency Grant 2023 Program.
 - b. If at any time prior to or after disbursement of the Grant Award, OneRedmond subsequently determines that the grant application contained misleading or fraudulent information, OneRedmond may, at its option, cancel this Agreement immediately, with no option to cure and with no liability for any cost or expense of the Grant Recipient. In such situation, the Grant Recipient shall reimburse OneRedmond in total for the Grant Award and shall be barred from further participation in the Redmond Small Business Resiliency Grant 2023 Program.

Hold Harmless

1. The Grant Recipient shall defend, indemnify and hold OneRedmond and the City of Redmond, its elected officials and officers, employees, representatives, agents, members, and volunteers harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys' fees) arising from or relating to the work performed under this Agreement to the extent of the Grant Recipient's negligence. The Grant Recipient waives, with respect to OneRedmond, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement.
2. This section survives termination or expiration of this Agreement.

Insurance

The Grant Recipient acknowledges that the Grant Recipient is solely responsible for obtaining and maintaining any and all insurance customary for its business enterprise and

that nothing in this Agreement provides for insurance, of any kind, for the Grant Recipient or Grant Recipient's property, real or personal.

Public Records Act

The Grant Recipient acknowledges that the City of Redmond is a public agency subject to Washington's Public Records Act, chapter 42.56 RCW, and that any records related to this Agreement that OneRedmond is required to submit to the City of Redmond may be deemed a public record as defined in the Public Records Act and, that if the City receives a public records request, unless a statute exempts disclosure, the City must disclose the record to the requestor.

Force Majeure.

Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision.

Successors and Assigns.

Neither OneRedmond nor the Grant Recipient shall assign, transfer, delegate, or encumber any rights, duties, obligations, or interests accruing from this Agreement without the written consent of the other.

Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the addresses designated for the parties on the last page of this Agreement (as modified in writing from time to time by such party), and given by certified mail. All notices shall be effective upon the date of receipt.

Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, citizen or immigration status exception is when distinction or differential treatment is authorized by federal or state law, regulation, or government contract, marital status, sexual orientation, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical handicap or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for

training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), marital status, sexual orientation, honorably discharged veteran or military status, or in the presence of any sensory, mental or physical handicap, or the use of a trained dog guide or service animal by a person with a disability.

General Administration and Management.

This grant program is administered by OneRedmond. Assistance is provided through this e-mail address: smallbusinessgrant@oneredmond.org.

Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon OneRedmond and the Grant Recipient, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Survival.

A party's obligation under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

Captions.

The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.

Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court. In any judicial proceeding arising out of this Agreement, the non-prevailing party shall be responsible for all attorneys' fees.

Entire Agreement.

This Agreement contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

No Third-Party Beneficiary.

This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

Waiver.

No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

Attorneys' Fees.

In any dispute resolution or judicial action to enforce or determine a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees, expert witness fees, and costs, including fees and costs incurred in the appeal of any ruling of a lower court.

Counterpart Originals.

This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

Authority to Execute.

Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which they are signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

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

IN WITNESS WHEREOF, this Agreement is executed by:

GRANT RECIPIENT:

Grant Recipient Company: _____

Address: _____

City, State, Zip: _____

Phone _____

Email _____

By: _____

Signature

Printed Name: _____

Title: _____

Date Signed: _____

Attachments:

Exhibit A – Federal Terms and Conditions

EXHIBIT A

FEDERAL TERMS AND CONDITIONS

In case of conflict between these Federal Terms and the Agreement, the following order of priority shall be utilized: (1) Federal Terms, and (2) Agreement.

1. Recipient understands and agrees that funds provided under this Agreement may come from a federal source and agrees to comply with any and all additional applicable terms.
 - a. Compliance with Act. Recipient understands and agrees that funds provided under the Agreement may only be used to address the negative economic impacts faced by the small business and caused by the pandemic. This is in compliance with section 603(c) of the Social Security Act (the “Act”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), the U.S. Department of Treasury’s (“Treasury’s”) regulations implementing that section, and guidance issued by Treasury regarding the foregoing, including without limitation any Treasury regulations and guidance issued after the execution of this Agreement.
 - b. Definitions. The term “Recipient” shall refer to an individual or entity who receives funds from OneRedmond. The Recipient is not a “Subrecipient,” as defined in 2 C.F.R. 200.1.
2. Agreement Requirements. Recipient shall meet the requirements included in the Agreement
 - a. Scope of Eligible Expenditures. Grant funds may only be used to reimburse expenditures as described in the Agreement, these Federal Terms & Conditions (Attachment A). No grant funds may be used to pay or reimburse costs reimbursed under any other federal, state, local or private program.
 - b. Reports. Recipient shall provide OneRedmond with additional information and documentation upon request, including completing any reports deemed necessary for OneRedmond to comply with documentation, reporting, or audit requirements.
3. Access to Records. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
4. Uniform Guidance Compliance.
 - a. Remedial Actions. In the event of Recipient’s noncompliance with section 603(c) of the Act, Treasury’s regulations implementing that section, guidance issued by Treasury regarding the foregoing, or any other applicable federal laws or regulations, Treasury may take available remedial actions as set forth in 2 C.F.R. 200.339.
 - b. Recoupment.
 - i. Recipient agrees that it is financially responsible for and will repay OneRedmond any and all indicated amounts following an audit exception which occurs due to Recipient’s failure, for any reason, to comply with the terms of the Agreement. This duty to repay OneRedmond shall not be diminished or extinguished by the termination of the Agreement.

- ii. In the event of a violation of section 603(c) of the Act, the funds shall be subject to recoupment by OneRedmond.
 - iii. Any funds paid to Recipient (1) in excess of the amount to which Recipient is authorized to retain under the terms of the Agreement; (2) that are determined by the Treasury Office of Inspector General to have been misused; (3) are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act; or (4) are otherwise subject to recoupment by OneRedmond, and have not been repaid by Recipient to OneRedmond shall constitute a debt to OneRedmond.
 - c. **Return of Unused Funds.** If Recipient has any unspent funds on hand as of the earlier of December 31, 2024, or the termination of this Agreement, Recipient shall return all unspent funds to OneRedmond within ten (10) calendar days.
- 5. **Disclaimer.**
 - a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this grant or any contract, or subcontract under this grant.
 - b. The acceptance of this grant by Recipient does not in any way establish an agency relationship between the United States and Recipient.
- 6. **Publications.** Any publications produced with funds from this Agreement must display the following language: “This project is being supported, in whole or in part, by federal award number SLT-1220 awarded to the City of Redmond by the U.S. Department of the Treasury.”
- 7. **Protection for Whistleblowers.**
 - a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

- d. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
8. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for its their employees when operating company-owned, rented or personally owned vehicles.
9. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Recipient is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers
10. **False Statements.** Recipient understands that making false statements or claims in connection with this Agreement may be a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal or City awards or contracts, and/or any other remedy available by law.
11. **Applicable Laws.**
- a. The Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
 - b. Recipient agrees to comply with the requirements of section 603 of the Act, the Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal laws, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Agreement.
 - c. Federal regulations applicable to this grant may include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, including the following:
 - a) Subpart A, Acronyms and Definitions;
 - b) Subpart B, General Provisions;
 - c) Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 - d) Subpart D, Post-Federal Award Requirements;
 - e) Subpart E, Cost Principles; and
 - f) Subpart F, Audit Requirements.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is

- subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- d. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's Implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- e. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of federal employees, as well as certain other employees who work in connection with federally funded programs.
- f. Recipient agrees to comply with the Prohibition on Providing Funds to the Enemy (2 C.F.R. 183).