WHATCOM COUNTY CONTRACT INFORMATION SHEET	Whatcom County Contract No. **202510026**

Originating Department:	Executive's Office
Division/Program: *(i.e. Dept. Division and Program)*	Non-Departmental (CBDG & Other Pass Through Grants)
Contract or Grant Administrator:	Jake Logan - Administrative Services Coordinator
Contractor's / Agency Name:	Opportunity Council Vendor #

Is this a New Contract? Yes ◉ No ○ If not, is this an Amendment or Renewal to an Existing Contract? Yes ○ No ○
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: N/a

Does contract require Council Approval? Yes ○ No ○ If No, include WCC: N/a
Already approved? Council Approved Date: ______ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
Yes ○ No ○ If yes, grantor agency contract number(s): 25-64210-015 (Sub) ALN: 14.228 (Sub)
Complete ALN field if contract involves direct federal grants/ cooperative agreements or pass-through federal funds.

Is this contract grant funded?
Yes ◉ No ○ If yes, Whatcom County grant contract number(s): Prime WC Contract # is 202508022

Is this contract the result of a RFP or Bid process?
Yes ○ No ○ If yes, RFP and Bid number(s): N/a Contract Cost Center: 10004045.7220

Is this agreement excluded from E-Verify? No ◉ Yes ○ If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- ☐ Professional services agreement for certified/licensed professional.
- ☐ Goods and services provided due to an emergency
- ☐ Contract work is for less than $100,000.
- ☐ Contract for Commercial off the shelf items (COTS).
- ☐ Contract work is for less than 120 days.
- ☐ Work related subcontract less than $25,000.
- ☐ Interlocal Agreement (between Governments).
- ☐ Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
$ 126,500

This Amendment Amount:
$ ______

Total Amended Amount:
$ ______

Council approval required for; all property leases, all Interlocal agreements, **contracts or bid awards exceeding $75,000**, and **grants exceeding $40,000** and and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

Opportunity Council will provide direct public services to approximately 5,000 low- and moderate-income individuals in Whatcom, Island, and San Juan counties through community resource centers. Services include homeless housing and prevention screening, connections to early childhood education, food resources, energy assistance, Basic Food enrollment, and referrals to providers.

Term of Contract: Expiration Date: 06/30/2026

Contract Routing:

		Date
1. Prepared by:	Jake Logan	2025.10.20
2. Attorney signoff:	Brandon Waldon	2025.10.21
3. AS Finance reviewed:	bbennett	10/24/2025
4. IT reviewed (if IT related):	N/a	
5. Contractor signed:		
6. Executive contract review:	Jake Logan	2025.10.20
7. Council approved, if necessary:	AB2025-766 (Pending)	2025.11.05
8. Executive signed:	Satpal Sidhu	
9. Original to Council:		

Whatcom County Contract #

202510026

SUBRECIPIENT AGREEMENT
BETWEEN
WHATCOM COUNTY AND THE OPPORTUNITY COUNCIL

This Agreement is made between Whatcom County (herein called the Local Government) and Opportunity Council (herein called Subrecipient) for direct public services for low- and moderate-income persons in Whatcom, Island and San Juan counties (herein called the Project).

As the Washington State Department of Commerce (COMMERCE) is authorized by the federal Department of Housing and Urban Development (HUD) to provide funds to units of local government selected to undertake and carry out projects under the Washington State Community Development Block Grant (CDBG) Program in compliance with all applicable local, state, and federal laws, regulations and policies; and

As the Local Government and the Subrecipient have applied for and received a CDBG award, contract number 25-64210-015, to fund the Project with Federal Award Identification Number (FAIN) B-25-DC-53-0001; and

As it benefits the Local Government to engage the Subrecipient to accomplish the Scope of Service and the objectives of the local CDBG project;

The parties agree that:

1. SCOPE OF SERVICE

A. Local Government Responsibilities

The Local Government is responsible for administration of the CDBG contract, and ensuring CDBG funds are used in accordance with all program requirements [24 CFR 570.501(b)] and its CDBG contract with COMMERCE referenced above. The Local Government will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement.

B. Subrecipient Responsibilities

The Subrecipient will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives of the Project. The Subrecipient will periodically meet with the Local Government to review the status of these tasks.

Principal Tasks

The Subrecipient will serve approximately 5,000 individuals throughout Whatcom, Island and San Juan counties. Subrecipient will:

- Connect low to moderate income residents in east Whatcom County with early childhood education, food resources, energy assistance programs and provide homeless housing and prevention screening through the East Whatcom Regional Resource Center. Staff will also engage and refer to other local service providers to serve people who are homeless, Veterans, and people with mental health and chemical dependency issues.

- Provide homeless housing and prevention screening, and qualifying and enrolling clients in services such as Basic Food and other supportive programs within Island County. Staff will also engage and refer to other local service providers to serve people who are homeless, Veterans and people with mental health and chemical dependency issues.

- Provide housing support and other services within San Juan County through the Community Resource Centers on San Juan, Orcas and Lopez Islands.

- Deliver the direct services in accordance with the CDBG application and the Commerce agreement provided as Exhibit A.

- Ensure that CDBG funds are used in accordance with all program requirements [24 CFR 570.501(b)] and with the CDBG contract number 25-64210-015 (Exhibit A), and to meet the CDBG national objective of principally benefitting low- and moderate- income persons;

- Submit invoices for completed activities on a monthly basis.

- Provide periodic reports to the Local Government to include quarterly CDBG Beneficiary Reports, and narrative progress reports upon request of the Local Government.

2. <u>TIME OF PERFORMANCE</u>

The effective date of this Agreement will be July 1, 2025, regardless of the date the parties sign and complete execution of this agreement, and shall, unless otherwise terminated as elsewhere provided in the Agreement, terminate on June 30, 2026.

3. <u>AGREEMENT REPRESENTATIVES</u>

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Subrecipient:

Lorena Shah, Director of Operations
Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225
(360) 734-5121, ext. 1157
lorena_shah@oppco.org

B. Local Government:

Jake Logan, Grants Coordinator
Whatcom County Executive Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225
(360) 778-5211
JLogan@co.whatcom.wa.us

4. <u>BUDGET</u>

The Local Government will pass through to the Subrecipient no more than $126,500 in CDBG funds for eligible incurred costs and expenses for the Project according to the following budget. All costs must be tied to the delivery of the CDBG public service. Refreshments and outreach supplies are eligible for reimbursement if they are directly associated with events related to this scope of work.

The Local Government may require a more detailed budget breakdown, and the Subrecipient will provide such supplementary budget information in a timely fashion in the form and content prescribed by the Local Government. Any amendments to this Agreement's Budget must first be determined by the Local Government as consistent with its CDBG contract with COMMERCE and then approved in writing by the Local Government and the Subrecipient. The subrecipient may transfer funds between budget line items with pre-approval from the Local Government's Representative.

Project Budget Element	Budgeted Amount
Personnel - Wages & Fringe Benefit Rate	$ 100,464.91
Communications	$ 0.00
Contract Services – San Juan County Resource Centers (Info & Referral Services)	$ 10,000.00
Refreshments & Outreach Supplies	$ 500.00
Travel – Out of State travel requires COMMERCE pre-approval; federal per diem and mileage rates apply	$ 0.00
Direct Program Costs Total	**$ 110,964.91**
Indirect Costs @ federally approved rate	$ 15,535.09
TOTAL	**$ 126,500.00**

Indirect Cost Rate: if the Subrecipient chooses to charge Indirect under this grant, the Subrecipient shall provide their indirect cost rate agreement that has been negotiated with their cognizant agency.

5. PAYMENT

The Local Government will reimburse the Subrecipient in accordance with the payment procedures outlined in the CDBG Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Service.

The Subrecipient will submit invoices requesting reimbursement on a monthly basis. Reimbursement under this agreement will be based on billings, supported by appropriate documentation of costs actually incurred.

Documentation includes GL Detail report for all expenses, mileage logs for vehicle travel reimbursement, and receipts or paid invoices for other program costs. Vehicle mileage will be reimbursed at the current federal General Services Administration rate.

It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

The Subrecipient must submit the final claim for reimbursement under this agreement by July 10, 2026.

It is understood that this agreement is funded in whole or in part with CDBG funds through the Washington State CDBG Program as administered by COMMERCE and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

6. PERFORMANCE MONITORING

The Local Government will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of CDBG funds, overseeing compliance with CDBG requirements, and ensuring recordkeeping and audit requirements are met (including an on-site monitoring visit). Substandard performance as determined by the Local Government will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Local Government, contract suspension or termination procedures will be initiated.

7. SPECIAL CONDITIONS

The Subrecipient will provide the Local Government with copies of their sub-contracts with the 3 Community Resource Centers on San Juan, Orcas and Lopez Islands in San Juan County; such copies to be delivered prior to the issuance of the first reimbursement request. Subcontracts must include all applicable provisions of Section 39 of the General Terms and Conditions specified in Exhibit A and include the provisions of Section 10.B. of this Agreement. The Subrecipient shall appropriately monitor the activities of these subcontractors to assure that fiscal conditions and requirements of the CDBG contract are met, and will include in their reports to the Local Government both financial and service outcome data resulting from these subcontracts.

The Subrecipient will ensure that they have complied with the requirements of the Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504 29 U.S.C. 793, and further, will provide the Local Government with a completed Section 504 Self-Evaluation Checklist.

The Subrecipient will comply with all applicable requirements of Exhibit A.

The Subrecipient will comply with the Local Government's E-Verify requirements, as follows:

The E-Verify contractor program for Whatcom County applies to contracts of $100,000 or more and sub contracts for $25,000 or more if the primary contract is for $100,000 or more. The Subrecipient Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Subrecipient agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Subrecipient further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Subrecipient understands and agrees that any breach of these warranties may subject Subrecipient to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Subrecipient would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Subrecipient will review and enroll in the E-Verify program through this website: www.uscis.gov.

Further, the Subrecipient will provide the Local Government with a completed and signed E-Verify Declaration, attached hereto as Attachment "B".

8. GENERAL CONDITIONS

<u>A. General Compliance</u>

The Subrecipient agrees to comply with:

- The requirements of Title 24 of the Code of Federal regulations, Part 570 (HUD regulations concerning CDBG); and

- All other applicable Federal, state and local laws, regulations, and policies, governing the funds provided under this Agreement.

<u>B. CDBG National Objective</u>

The Subrecipient certifies the activities carried out under this Agreement meet the CDBG Program National Objective of providing activities benefitting low- and moderate-income persons as defined in 24 CFR 570.208.

<u>D. Independent Contractor</u>

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

<u>D. Hold Harmless</u>

The Subrecipient will hold harmless, defend and indemnify the Local Government from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement. Further, Commerce and the State of Washington will not be held liable for any claims or damages arising from the Subrecipient's performance of services provided for in this Agreement, and the obligation to hold harmless, defend, and indemnify to the benefit of the Local Government shall extend from Subrecipient to the benefit of those agencies as well.

<u>E. Workers' Compensation</u>

The Subrecipient will provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

<u>F. Insurance and Bonding</u>

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Local Government.

The Subrecipient shall furnish the Local Government with properly executed certificate of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificates will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be cancelled or allowed to expire except on thirty (30) days prior written notice to the Local Government.

<u>G. Funding Source Recognition</u>

The Subrecipient will insure recognition of the roles of COMMERCE, the WA State CDBG program, and the Local Government in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Amendments

The Local Government or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Local Government's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the Local Government or Subrecipient from its obligations under this Agreement.

I. Suspension or Termination

In accordance with 2 CFR 200.338-9, the Local Government may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.

Ineffective of improper use of funds provided under this Agreement; or

Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the Local Government or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Local Government determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Local Government may terminate the award in its entirety.

9. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Cost Principles

The Subrecipient will administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

Duplication of Costs

The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract or other source.

B. Documentation and Record Keeping

Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement and those records described in the CDBG Management Handbook. Such records will include but not be limited to the following, as applicable:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets the National Objective of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the civil rights components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;

g. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, state and local laws and regulations applicable to CDBG-funded construction projects; and

h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

Access to Records and Retention

The Local Government, COMMERCE, and other authorized representatives of the state and federal governments shall have access to any books, documents, papers and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts and transcriptions.

All such records and all other records pertinent to this agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Local Government will request a longer period of record retention.

Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Local Government, COMMERCE, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient that expends $1,000,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Employment Requirements

Civil Rights

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964, which provides that no person shall, on the grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

The Subrecipient will comply with all provisions of Titles II and III of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and all regulations promulgated thereunder. If the Subrecipient is providing services, programs, or activities to the public, the Subrecipient will ensure equal access to such services, programs, or activities by individuals with disabilities, in accordance with the above-referenced laws and regulations.

Affirmative Action

The Subrecipient will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations (41 CFR Part 60). During the performance of this Agreement, the Subrecipient agrees as follows:

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Section 3

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

The parties to this contract will comply with the provisions of said Section 3 and the regulations set forth in 24 CFR 75, and all applicable rules and orders of HUD and COMMERCE issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.

The Subrecipient will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The Subrecipient will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 75. The Subrecipient will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of HUD and COMMERCE issued hereunder prior to the execution of the contract, will be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements will subject the applicant, or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

C. Conduct

Assignability

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government and COMMERCE.

Conflict of Interest

No member of the Local Government's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 24 CFR 200.318 and 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

a. The lower tier contractor certifies, by signing this 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.

b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

c. The contractor further agrees by signing this contract that it will 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.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the Local Government and/or COMMERCE reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

10. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

11. PERFORMANCE WAIVER

The Local Government's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Local Government and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Subrecipient with respect to this Agreement. The attachments to this Agreement are identified as follows: Exhibit A: CDBG contract number 25-64210-015; and Attachment B: E-Verify Declaration.

IN WITNESS WHEREOF, the Local Government and the Subrecipient have executed this agreement as of the date and year last written below.

WHATCOM COUNTY	**OPPORTUNITY COUNCIL**
By: ________________________________	By: ________________________________
Title: Satpal Sidhu, County Executive	Title: Greg Winter, Executive Director
Date: ________________________________	Date: ________________________________

Approved As To Legal Form:

E-Verify Declaration

ATTACHMENT "B"

Firm Name: Opportunity Council, Bellingham, WA

The undersigned declares, under penalty of perjury under the laws of Washington that:

The above named firm is currently enrolled in and using the E-Verify system for all employees hired on or after the contract inception date and will continue to use the E-Verify system for so long as work is being performed on the above named project.

I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.

I acknowledge that Whatcom County requires a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program. Failure to provide the required Memorandum of Understanding could lead to suspension of this contract.

DATE: ____

SIGNATURE: ____

PRINTED NAME: Greg Winter

____
Civil Deputy Prosecuting Attorney (Date)

Exhibit A

[CDBG Contract Number 25-64210-015 to be attached]

Exhibit A

Washington State Department of Commerce

Federal Interagency Agreement with

WHATCOM COUNTY

through

Community Development Block Grant (CDBG) Program
Public Services Grants

Grant Number: 25-64210-015

For

Public Services through Opportunity Council to Low-and moderate-income persons in Whatcom, Island and San Juan counties

Dated: July 01, 2025

Table of Contents

Face Sheet

Grant Number: 25-64210-015

Local Government Division
Community Development Block Grant (CDBG) Program

☑ Subrecipient
☐ Contractor

1. GRANTEE Whatcom County 311 Grand Avenue #108 Bellingham, WA 98225	**2. GRANTEE Doing Business As (optional)** N/A
3. GRANTEE Representative Jake Logan, Adm Sec/Grant Coordinator 360-778-5211 JLogan@co.whatcom.wa.us	**4. COMMERCE Representative** Roberta Golden, Project Manager PO Box 42525/1011 Plum Street SE, Olympia, WA 98504 360-725-5020 | Roberta.golden@commerce.wa.gov

5. Grant Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$130,000	Federal: ✓ State: Other:	July 01, 2025	June 30, 2026

9. Federal Funds	**Federal Agency**	**ALN (CFDA #)**	**Indirect Rate**
$130,000	U.S. Department of Housing and Urban Development (HUD)	14.228	N/A

10. Tax ID #	**11. SWV #**	**12. UBI #**	**13. UEI #**
On File	0002425-09	371-010-246	NT6RMN8THTN7

14. Award Method	**NOFO/RFX#**	**Proviso#**
☐ Competitive ☒ Non-Competitive	N/A	N/A

15. Grant Purpose

Public Services through Opportunity Council to Low-and moderate-income persons in Whatcom, Island and San Juan counties. A full description of the project is in Attachment "B" Scope of Work and Budget.

COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and Attachments and have executed this Grant Agreement on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Community Development Block Grant Requirements and Attachment "B" – Scope of Work and Budget.

FOR GRANTEE	**FOR COMMERCE**
____________________ Satpal Sidhu, County Executive Whatcom County	____________________ Mark K. Barkley, Assistant Director Local Government Division
____________________ Date	____________________ Date
	TEMPLATE APPROVED AS TO FORM ONLY Lisa Koperski, Assistant Attorney General September 23, 2025

Special Terms and Conditions

1. Definitions

A. "Contractor" and "GRANTEE" in this Grant Agreement, and the term "subrecipient" found in the federal Community Development Block Grant (CDBG) rules and regulations, shall mean the same.

B. "Low- and moderate-income" shall mean a household income equal to or less than 80 percent of area median income adjusted by family size.

C. "Subgrantee(s)/Subcontractor(s)" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate agreement with the GRANTEE. The terms "Subgrantee(s)/Subcontractor(s)" mean subgrantee(s)/subcontractor(s) in any tier.

D. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

2. Authority

COMMERCE and GRANTEE enter into this Grant Agreement pursuant to the authority granted by the Interlocal Cooperation Act, RCW 39.34.

3. Acknowledgement of Federal Funding

Federal Award Identification Number (FAIN): B-25-DC-53-0001
Federal Award Date: September 24, 2025
Federal Awarding Agency: U.S. Department of Housing and Urban Development (HUD)
Subaward from Commerce State CDBG Program to GRANTEE: $130,000.00
Awarding official: Joe Nguyen, Director (360) 725-4021
Research & Development (R&D): Award will not be used for R&D

Unless otherwise specifically authorized herein, the budget period start and end dates shall be the same as the start and end dates on the Face Sheet.

The GRANTEE agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the GRANTEE describing programs or projects funded, in whole or in part, with federal funds under this Grant Agreement, shall contain the following statements:

> "This project was supported by Grant No. B-25-DC-53-0001 awarded by the U.S. Department of Housing and Urban Development (HUD). Points of view in this document are those of the author and do not necessarily represent the official position or policies of HUD. Grant funds are administered by the Community Development Block Grant Program, Washington State Department of Commerce."

4. Grant Management

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant Agreement.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant Agreement.

5. Compensation and Expenses

COMMERCE shall pay an amount not to exceed the Grant Amount identified on the Face Sheet of this Grant Agreement for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work in Attachment "B" - Scope of Work and Budget.

GRANTEE shall receive reimbursement for approved expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the GRANTEE for authorized expenses shall not exceed the Grant Amount identified on the Face Sheet.

GRANTEE shall receive reimbursement for travel and other expenses as authorized in advance by COMMERCE as reimbursable. GRANTEE shall receive compensation for travel expenses at current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations.

6. Subgrantee(s)/Subcontractor(s) Data Collection

GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant Agreement performed by Subgrantee(s)/Subcontractor(s) and the portion of grant funds expended for work performed by Subgrantee(s)/Subcontractor(s), including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business Subgrantee(s)/Subcontractor(s). "Subgrantee(s)/Subcontractor(s)" shall mean Subgrantee(s)/Subcontractor(s) of any tier.

7. Indirect Costs

The GRANTEE shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists, a de minimis indirect cost rate of up to 15% of modified total direct costs (MTDC) may be used.

8. Billing Procedures and Payment

COMMERCE will pay GRANTEE upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoice shall include the Grant Number identified on the Face Sheet of this Grant Agreement. If expenses are invoiced, provide a detailed breakdown of each type. Except for approved indirect costs, if any, a receipt must accompany any single expense in the amount of $50.00 or more to receive reimbursement.

Any expense reimbursed under this Grant Agreement which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing Contractor's Statewide Vendor (SWV) number.

COMMERCE may, in its sole discretion, terminate the Grant Agreement or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant Agreement, including completion of the CDBG program Environmental Review and the release of funds (if applicable).

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

If subgranting and/or subcontracting is authorized by COMMERCE, all Subgrantee(s)/Subcontractor(s) payments are reimbursable expenses within the meaning of this Grant Agreement. GRANTEE must have, and may be required to demonstrate, the means to pay each and every

Subgrantee(s)/Subcontractor(s). Failure to pay Subgrantee(s)/Subcontractor(s) as agreed may result in suspension or termination of this Grant Agreement.

COMMERCE may, in its sole discretion, withhold up to 5% of the Grant Amount identified on the Face Sheet until acceptance by COMMERCE of project completion.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

If applicable, final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date. The Subgrantee(s)/Subcontractor(s) must invoice for all expenses from the beginning of the Grant Agreement through June 30, regardless of the Grant Agreement start and end date.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subgrantee(s)/Subcontractor(s).

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay. The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subgrantee(s)/Subcontractor(s).

9. Audit

If the GRANTEE expends $1,000,000 or more in federal awards as a Subrecipient from any and all sources in a fiscal year, the GRANTEE shall procure and pay for a single audit or a program-specific audit for that fiscal year in accordance with 2 CFR 200 Subpart F. In accordance with 2 CFR 200.501(h), for-profit Subrecipients expending $1,000,000 or more in federal awards in a fiscal year are also required to procure and pay for a single audit or program-specific audit for that fiscal year.

Upon completion of each audit GRANTEE shall send all audit documentation to the Federal Audit Clearinghouse.

If the GRANTEE expends **less** than $1,000,000 in federal awards as a Subrecipient from any and all sources in a fiscal year the GRANTEE shall notify COMMERCE they did not meet the audit requirement threshold within 30 calendar days of the end of that fiscal year.

10. Fraud and Other Loss Reporting

GRANTEE shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

11. Debarment

A. GRANTEE, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

ii. Have not within a three-year period preceding this Grant Agreement, been convicted of or had a civil judgment 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;

iii. 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 (1)(b) of federal Executive Order 12549; and

iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the GRANTEE is unable to certify to any of the statements in this Grant Agreement, the GRANTEE shall attach an explanation to this Grant Agreement.

C. The GRANTEE agrees by signing this Grant 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 COMMERCE.

D. The GRANTEE further agrees by signing this Grant 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:

i. The lower tier Subgrantee(s)/Subcontractor(s) certifies, by signing this Grant Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ii. Where the lower tier Subgrantee(s)/Subcontractor(s) is unable to certify to any of the statements in this Grant Agreement, such contractor shall attach an explanation to this Grant Agreement.

E. 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. GRANTEE may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. Insurance

A. Insurance Requirements for Reimbursable Activities

The GRANTEE must have insurance coverage that is substantially similar to the coverage described in Section 15B below for all periods in which GRANTEE performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington should there be any Claims, suits, actions, costs, damages or expenses arising from any loss or negligent or intentional act or omission of the GRANTEE or Subgrantee(s)/Subcontractor(s), or agents of either, while performing under the terms of this Grant Agreement.

B. Additional Insurance Requirements During the Term of the Grant Agreement

i. The GRANTEE shall provide proof to COMMERCE of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:

a. **Commercial General Liability Insurance Policy**. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this Grant Agreement but in no less than $1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantee(s)/Subcontractor(s) provide adequate insurance coverage for the activities arising out of or related to subgrants and/or subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the term of the deed of trust, if applicable.

b. **Property Insurance.** The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

1. Loss or damage by fire and such other risks;
2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement and the term of the deed of trust, if applicable.

c. **Professional Liability, Errors, and Omissions Insurance.** If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than $1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The State of Washington, the Department of Commerce, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the term of the deed of trust, if applicable. GRANTEE shall require that any Subgrantee(s)/Subcontractor(s) providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

d. **Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:

1. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be $2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Commerce, its agents, officers, and employees as beneficiary.

2. Subgrantee(s)/Subcontractor(s) that receive $10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantee(s)/Subcontractor(s) pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent (if any) as beneficiary.

3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until GRANTEE has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of COMMERCE's receipt of the Closeout Certification Form.

ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name "the State of Washington the Department of Commerce, its agents, officers, and employees" as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE 30 calendar days' advance notice of any insurance cancellation or modification.

iii. The GRANTEE shall submit to COMMERCE within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided 30 days' advance written notice of cancellation. During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, GRANTEE shall provide copies of insurance instruments or certifications at COMMERCE's request and until six months after Grant Agreement closeout. Copies of such insurance instruments and certifications will be provided within 15 calendar days of COMMERCE's request unless otherwise agreed to by the parties.

iv. GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate Claim liability information reported on the balance sheet. The State of Washington, the Department of Commerce, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

13. Closeout

COMMERCE will advise the GRANTEE to initiate closeout procedures when there are no impediments to closing and the following criteria have been met or soon will be met:

A. All costs have been incurred with the exception of closeout costs and any unsettled third-party claims against the GRANTEE.

B. The GRANTEE has held a public hearing to review program performance.

C. The GRANTEE has submitted the Contract Closeout Report. Failure to submit a report will not preclude COMMERCE from effecting closeout if it is deemed to be in the state's interest.

14. Public Records Act

Notwithstanding General Terms and Conditions Section 5 (Confidentiality and Safeguarding of Information), COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Grant Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 5 (Confidentiality and Safeguarding of Information), COMMERCE may notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

15. Reduction in Funds

In the event that funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Federal government, or other funding source, during the Grant Agreement period, the parties understand and agree that COMMERCE may suspend, amend, or terminate the Grant Agreement to abide by the revised funding limitations. The parties understand and agree that GRANTEE shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE and shall meet and renegotiate the Grant Agreement accordingly.

16. Order of Precedence

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Attachment A – Community Development Block Grant Requirements
- Special Terms and Conditions
- General Terms and Conditions
- Attachment B – Scope of Work and Budget
- Community Development Block Grant (CDBG) policies and procedures including the CDBG Management Handbook, prepared by Commerce, located at www.commerce.wa.gov\CDBG
- COMMERCE grant award letter to GRANTEE
- GRANTEE's application for funding

General Terms and Conditions

1. Definitions

As used throughout this Grant, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Contract" or "Grant Agreement" means the entire written agreement between COMMERCE and the GRANTEE, including any Exhibits, documents, or materials incorporated by reference and may constitute a Subaward if so designated. Electronic transmission of a signed copy of a Grant Agreement shall be the same as delivery of an original.

D. "Contractor" or "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents thereof.

E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each Subaward (regardless of the period of performance of the Subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each Subaward in excess of $50,000.

F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

G. "State" shall mean the state of Washington.

H. "Subaward" and "Subawards" shall mean individually and collectively award(s) provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a Grant Agreement or other contract.

I. "Subgrantee(s)/Subcontractor(s)" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The term "Subgrantee(s)/Subcontractor(s)" mean subgrantees and/or subcontractors of any tier.

J. "Subrecipient" shall mean a non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. All Writings Contained Herein

This Grant Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

3. Amendments

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. Assignment

Neither this Grant Agreement, work thereunder, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

5. Breaches of Other State Contracts

GRANTEE is expected to comply with all other contracts and grant agreements executed between GRANTEE and the State of Washington. A breach of any other contract or grant agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's sole discretion, be deemed a breach of this Grant Agreement.

6. Code Requirements

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

7. Confidentiality and Safeguarding of Information

A. "Confidential Information" as used in this section includes:

i. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and

iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law.

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE 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.

C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE 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.

8. Copyright

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The

GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this GRANTEE, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

9. Disputes

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

10. Governing Law and Venue

This Grant Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

11. Indemnification

Each party shall be solely responsible for the acts of its employees, officers, and agents.

12. Licensing, Accreditation, and Registration

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant Agreement.

13. Publicity

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the State of Washington or COMMERCE’s name is mentioned, or language used from which the connection with the State of Washington’s or COMMERCE’s name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

14. Recapture

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state laws, federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this GRANTEE.

15. Records Maintenance

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant Agreement and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this GRANTEE.

The GRANTEE shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

16. Registration with Department of Revenue and Secretary of State

If required by law, the GRANTEE and its subgrantees and subcontractors shall complete registration with the Washington State Department of Revenue. Nonprofit and for-profit businesses must also be registered with the Washington Secretary of State and current with all required filings.

17. Right of Inspection

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement. At no additional cost, the GRANTEE shall also provide any documents related to this Grant Agreement to COMMERCE upon request to assist COMMERCE in the periodic monitoring of this Grant Agreement.

18. Savings

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, COMMERCE may suspend or terminate the Grant Agreement under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

19. Severability

The provisions of this Grant Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant Agreement.

20. Site Security

While on COMMERCE premises, GRANTEE, its agents, employees, and/or Subgrantee(s)/Subcontractor(s) shall conform in all respects with physical, fire, and other security policies or regulations.

21. Subgranting/Subcontracting

The GRANTEE may only subgrant and/or subcontract work contemplated under this Grant Agreement if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting and/or subcontracting, the GRANTEE shall maintain written procedures related to subgranting and/or subcontracting, will enter written subgrants/subcontracts prior to any work being performed, and will maintain copies of all subgrant(s) and/or subcontract(s) and records related to subgrant(s) and/or subcontract(s). For cause, COMMERCE in writing may: (a) require the GRANTEE to amend its subgranting and/or subcontracting procedures as they relate to this Grant Agreement; (b) prohibit the GRANTEE from subgranting and/or subcontracting with a particular person or entity; or (c) require the GRANTEE to rescind or amend a subgrant and/or subcontract.

Every subgrant and/or subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Grant Agreement. The GRANTEE is responsible to COMMERCE if the Subgrantee/Subcontractor fails to comply with any applicable term or condition of this Grant Agreement. The GRANTEE shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this grant. In no event shall the existence of a subgrant and/or subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties.

Every subgrant and/or subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the subgrant and/or subcontract.

22. Survival

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant Agreement shall so survive including, without limitation, any Recapture provision in this Grant Agreement.

23. Taxes

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, and/or any other taxes, insurance, or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

24. Termination for Cause

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement contract (e.g., cost of the competitive bidding, mailing, advertising and staff time).

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

25. Termination for Convenience

Except as otherwise provided in this Grant Agreement, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination.

26. Termination or Suspension for Loss or Reduction of Funding

Should there be any loss or suspension of federal funding that supports this Grant Agreement, the Grant Agreement may be immediately suspended by COMMERCE upon notice to the GRANTEE. Should federal funding that supports this Grant Agreement be terminated, this Grant Agreement and all obligations, including payment for work done under this Grant Agreement, will be terminated as of the date of the termination of the federal funding.

Payment for any work done on the Grant Agreement prior to the loss of funding shall be done in accordance with the requirements of the funding source.

27. Termination Procedures

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

A. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;

B. Place no further orders or subgrants and/or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants and/or subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants and/or subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants and/or subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which the Authorized Representative has or may acquire an interest.

28. Treatment of Assets

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant Agreement, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.

B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement.

E. All reference to the GRANTEE under this clause shall also include GRANTEE's employees, agents or Subgrantee(s)/Subcontractor(s).

29. Waiver

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Community Development Block Grant Requirements

This agreement includes terms and conditions of the COMMERCE's federal award that are imposed on the GRANTEE, and the GRANTEE agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

1. General Compliance

The GRANTEE shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified.

2. 2 CFR 200

The GRANTEE must comply with the applicable requirements at 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as may be amended from time to time, to the extent that part 200 is incorporated into and made applicable by 24 CFR part 570, subpart I, or applicable Federal Register notices that govern this Grant Agreement.

3. Prohibited Activities

The GRANTEE may only carry out the activities described in this Agreement. The GRANTEE is prohibited from charging to the Subaward the costs of CDBG-ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

4. Property Standards

The GRANTEE shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case GRANTEE shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), and except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

5. Federal Funding Accountability and Transparency Act (FFATA)

The GRANTEE shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The GRANTEE must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI). The GRANTEE must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

6. Build America, Buy America

The GRANTEE must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the GRANTEE's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

7. Environmental Review

COMMERCE shall not release funding to a GRANTEE until the following conditions implementing 24 CFR part 58 are met:

A. The GRANTEE must complete an environmental review of the project and make a finding of environmental impact. Unless the project is exempt under the National Environmental Policy Act (NEPA), a notice of this finding must be published along with a notice of the GRANTEE's intent to request release of funds for the project. The GRANTEE must allow a seven (7) or fifteen (15) day period for public review and comment following publication of the notices. When this review and comment period expires, the GRANTEE may, after considering any comments received, submit a request for release of funds to COMMERCE. Upon receipt of the request, COMMERCE must allow a fifteen-day objection period. When COMMERCE's objection period expires, COMMERCE may, after considering any comments received, formally notify the GRANTEE in writing of the release of federal funds for the project.

B. The GRANTEE will comply with requirements of the National Historic Preservation Act, 54 USC 30001 et seq. and its implementing regulations, particularly 36 CFR 800, as applicable.

8. Historical or Cultural Artifacts, Human Remains

In the event that historical or cultural artifacts are discovered at the project site during construction or rehabilitation, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation (DAHP). If human remains are discovered, the GRANTEE shall stop work, report the presence and location of the remains to the coroner and local law enforcement immediately, and contact DAHP and the concerned tribe's cultural staff or committee.

9. Relocation, Real Property Acquisition

The GRANTEE shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606; in addition to waivers and alternate requirements of all applicable Federal Register Notices for this award.

10. Acquisition and Disposition of Assets

The GRANTEE will account for any tangible personal property acquired or improved with this Grant Agreement.

The use and disposition of real property and equipment under this Grant Agreement will be in compliance with the requirements of all applicable federal law and regulation, including but not limited to 24 CFR Part 84 and 24 CFR Part 570.489,570.502,570.503,570.504, and 570.505 as applicable, which include but are not limited to the following:

Real property that was acquired or improved, in whole or in part, with funds under this Grant Agreement in excess of $25,000 shall be used to meet one of the CDBG national objectives for ten (10) years after the Grant Agreement is closed. Any exception must be made with COMMERCE approval and the GRANTEE will be responsible to pay COMMERCE an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment from the disposition of real property acquired with this Grant Agreement within ten (10) years of closeout of the Grant Agreement shall be treated as CDBG Program Income.

In cases in which equipment acquired in whole or in part with funds under this Grant Agreement is sold, the proceeds will be CDBG Program Income.

11. Labor Standards and Employment

The GRANTEE shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended, and ensure that all laborers and mechanics employed by contractors or Subgrantee(s)/Subcontractor(s) in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The GRANTEE agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The GRANTEE shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to COMMERCE for review upon request.

12. Section 3 of the Housing and Urban Development Act of 1968

The GRANTEE shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implement its implementing regulations at 24 CFR part 75.

All Section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

c. The GRANTEE agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The GRANTEE agrees to include this section 3 clause in every subgrant and/or subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subgrant and/or subcontract or in this section 3 clause, upon a finding that the Subgrantee/Subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subgrant and/or subcontract with any Subgrantee/Subcontractor where the contractor has notice or knowledge that the Subgrantee/Subcontractor has been found in violation of the regulations in 24 CFR part 75.

e. The GRANTEE will certify that any vacant employment positions, including training positions, that are filled (1) after the GRANTEE is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the GRANTEE's obligations under 24 CFR part 75.

f. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subgrants and/or subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Grant

Washington State Department of Commerce

Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. Performance Reporting

The GRANTEE, at such times and in such forms as COMMERCE may require, shall furnish periodic progress and performance reports pertaining to the activities undertaken pursuant to this Grant Agreement. These reports may include environmental review records, publication affidavits, procurement and contracting records, documentation of compliance with federal civil rights requirements, job creation records, program income reports, reports of the costs and obligations incurred in connection therewith, the final closeout report, and any other matters covered by this Grant Agreement. Activities funded by this Grant Agreement providing income-qualified direct assistance or direct services under the limited clientele, housing, or job creation CDBG National Objectives, must submit quarterly beneficiary reports as furnished by COMMERCE. Failure to submit these reports may result in COMMERCE withholding payment or terminating this Grant Agreement.

14. Program Income

Program income, as defined in 24 CFR 570.489(e), retains federal identity and will be used before drawing additional CDBG funds to complete activities included in Attachment B - Scope of Work and Budget. The GRANTEE must maintain records of program income received and expended and annually report program income received after closeout of this Grant Agreement. Program Income shall be used to continue the same activities to benefit low- and moderate-income persons or, with COMMERCE approval, for other activities to benefit low- and moderate-income persons. Interest earned in excess of $100 on CDBG funds received to reimburse incurred costs must be remitted to COMMERCE for return to the U.S. Treasury.

15. Nondiscrimination

A. **Section 109**. The GRANTEE will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with federal financial assistance. The GRANTEE will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-CV funds. Thus, the GRANTEE shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

B. **Architectural Barriers Act and the Americans with Disabilities Act.** The GRANTEE shall ensure that its activities are consistent with the requirements of the Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain federal and federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and used by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).
The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. It further provides

that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

C. **Title VI of the Civil Rights Act of 1964 (24 CFR part 1)**

i. **General Compliance**. The GRANTEE shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended and 24 CFR 570.601 and 570.602. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The GRANTEE shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

ii. **Assurances and Real Property Covenants.** As a condition to the approval of this Agreement and the extension of any federal financial assistance, the GRANTEE assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to 2 CFR part 1.

If the federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the GRANTEE's assurance herein shall obligate the GRANTEE or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the GRANTEE retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the GRANTEE for the period during which federal financial assistance is extended pursuant to the contract or application.

This assurance gives COMMERCE and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with federal financial assistance under this Agreement or acquired with CDBG-CV funds and provided to the GRANTEE under this Agreement, the instrument effecting any disposition by the GRANTEE of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the GRANTEE receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part shall extend to any facility located wholly or in part in such space.

16. Conduct

A. **Hatch Act.** The GRANTEE shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

B. **Conflict of Interest.** In the procurement of supplies, equipment, construction, and services pursuant to this Agreement, the GRANTEE shall comply with the conflict-of-interest provisions in COMMERCE's procurement policies and procedures. In all cases not governed by the conflict-of-interest provisions in the COMMERCE's procurement policies and procedures, the GRANTEE shall comply with the conflict-of-interest provisions in 24 CFR 570.489(h).

C. **Lobbying Certification.** The GRANTEE hereby certifies that:

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

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

iii. It shall require that the language of paragraphs (a) and (b) of this certification be included in the award documents for all Subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose; accordingly, and

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

17. <u>Religious Activity</u>

The GRANTEE agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Attachment B – Scope of Work and Budget

GRANTEE: Whatcom County | **Grant No.** 25-64210-015

Project Description / Deliverable

Whatcom County is awarded a CDBG Public Services Grant for eligible public services through Opportunity Council.

The services will be directed to limited clientele with low-and moderate--incomes (LMI) based on HUD LMI criteria. This grant will exclusively benefit approximately 5,000 persons residing in the non-entitlement area(s) of Island, San Juan, and Whatcom counties.

Project Budget

Budget Code & Description	CDBG	Local	Other Federal	Total
21A General Administration	$3,500			$ 3,500
05 Public Services	$126,500			$126,500
Total	$130,000	$ 22,500	$ 109,421	$261,921

Project Activities and Milestones

Project Activities	Milestones
▪ Execute Grant Agreement with COMMERCE and establish administrative, financial, reporting and record keeping systems. ▪ Complete the environmental review in compliance with Federal related laws and authorities listed at 24 CFR 58.5 and 58.6 and request CDBG release of funds. ▪ Verify subrecipient does not have an active exclusion record in SAM.gov. ▪ Establish a subrecipient agreement that ensures the LMI benefit will be met for at least 10 years.	Before first payment request
▪ Prepare and submit payment requests with supporting documentation to COMMERCE.	Not more than monthly
▪ Submit CDBG Beneficiary Reports semiannually.	January 31 and July 31