

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202407024

| | |
|---|--|
| Originating Department: | Executive |
| Division/Program: <i>(i.e. Dept. Division and Program)</i> | Non-departmental / CDBG |
| Contract or Grant Administrator: | Billie Sue Rinn |
| Contractor's / Agency Name: | Opportunity Council |
| Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____ | |
| Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) | |
| Is this a grant agreement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, grantor agency contract number(s): <u>22-62210-015</u> CFDA#: <u>14.228</u> | |
| Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, Whatcom County grant contract number(s): <u>202209025-2</u> | |
| Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Cost Center: <u>4301</u> | |
| Is this agreement excluded from E-Verify? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> If no, include Attachment D Contractor Declaration form. | |
| If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | |
| Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>130,000</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____ | Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , 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: This Subrecipient Agreement is for a CDBG Public Services Grant (pass-through) to provide services through the Opportunity Council to low- and moderate-income persons in Whatcom, Island and San Juan Counties. | |
| Term of Contract: 1 year | Expiration Date: 6/30/25 |

| | | |
|-------------------|---|------------------------|
| Contract Routing: | 1. Prepared by: <u>B Rinn</u> | Date: <u>7/23/2024</u> |
| | 2. Attorney signoff: <u>Brandon Waldron</u> | Date: <u>7/24/24</u> |
| | 3. AS Finance reviewed: <u>Brad Bennett</u> | Date: <u>7/25/24</u> |
| | 4. IT reviewed (if IT related): _____ | Date: _____ |
| | 5. Contractor signed: _____ | Date: _____ |
| | 6. Submitted to Exec.: _____ | Date: _____ |
| | 7. OppCo pre-approval/review: _____ | Date: _____ |
| | 8. Council approval: _____ | Date: _____ |
| | 9. Executive signed: _____ | Date: _____ |
| | 10. Original to Council: _____ | Date: _____ |

**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 22-62210-015 (CFDA 14.228) Amendment B, to fund the Project with Federal Award Identification Number (FAIN) B-22-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 in Exhibit B.
- Ensure that CDBG funds are used in accordance with all program requirements [(24 CFR 570.501(b)] and with the CDBG contract number 22-62210-015 (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. TIME OF PERFORMANCE

The effective date of this Agreement will be July 1, 2024, 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, 2025.

3. AGREEMENT REPRESENTATIVES

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:

Billie Sue Rinn, Grants Coordinator
Whatcom County Executive Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225
(360) 778-5200
BRinn@co.whatcom.wa.us

4. BUDGET

The Local Government will pass through to the Subrecipient no more than \$130,000 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.

| Project Budget Element | Budgeted Amount |
|---|------------------------|
| Personnel - Wages & Fringe Benefit Rate | \$ 100,792.58 |
| Communications | \$ 800.00 |
| Contract Services – San Juan County Resource Centers (Info & Referral Services) | \$ 11,403.51 |
| Refreshments & Outreach Supplies | \$ 839.00 |
| Travel – Out of State travel requires COMMERCE pre-approval; federal per diem and mileage rates apply | \$ 200.00 |
| Direct Program Costs Total | \$ 114,035.09 |
| Indirect Costs @ federally approved rate | \$ 15,964.91 |
| TOTAL | \$ 130,000.00 |

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.

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, 2025.

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

A. General Compliance

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.

B. CDBG National Objective

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.

C. Independent Contractor

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.

D. Hold Harmless

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.

E. Workers' Compensation

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

F. Insurance and Bonding

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.

G. Funding Source Recognition

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:

1. 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;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
3. Ineffective or improper use of funds provided under this Agreement; or
4. 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

1. 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.

2. 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.

3. 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

1. 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.

2. 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.

3. 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 \$750,000 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. Reporting

1. Program Income – Not applicable to this Agreement.

2. Periodic Reports

The Subrecipient, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as have been specified in other sections of this Agreement. Reports will pertain to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this agreement.

10. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person will, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974:

No person in the United States will on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975, as Amended

No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

Section 504 of the Rehabilitation Act of 1973, as Amended

No otherwise qualified individual will, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

Public Law 101-336, Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

B. Section 3 of the Housing and Community Development Act of 1968

Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this agreement 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 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations set forth in 24 CFR 135, 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.
3. 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.

4. 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 135. 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 135 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.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, 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 135.

C. Conduct

1. 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.

2. 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.

3. 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.

11. 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.

12. 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.

13. 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 22-62210-015; 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:

Civil Deputy Prosecuting Attorney (Date)

WHATCOM COUNTY
CONTRACT NO.
 2022-09025-2



Exhibit A
Amendment Face Sheet

Contract Number: 22-62210-015
Amendment Number: B

Washington State Department of Commerce
Local Government Division
CDBG Public Services Grant

| | | | |
|---|---|---|--|
| 1. Grantee Whatcom County 311 Grand Avenue, Suite 108 Bellingham, WA 98225 | | 2. Grantee Doing Business As (optional) N/A | |
| 3. Grantee Representative Billie Sue Rinn, Grants Coordinator (360) 778-5211 brinn@co.whatcom.wa.us | | 4. COMMERCE Representative Roberta Golden, Project Manager PO Box 42525/1011 Plum St SE, Olympia, WA 98504-2525 (360) 725-5020 Roberta.golden@commerce.wa.gov | |
| 5. Original Grant Amount (and any previous amendments) \$265,000 | 6. Amendment Amount \$130,000 | 7. New Grant Amount \$395,000 | |
| 8. Amendment Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> | 9. Amendment Start Date July 1, 2024 | 10. Amendment End Date June 30, 2025 | |
| 11. Federal Funds (as applicable): \$395,000 | Federal Agency: U.S. Department of Housing and Urban Development | ALN (CFDA#): 14.228 | |
| 12. Amendment Purpose: Public Services through Opportunity Council to low- and moderate-income persons in Whatcom, Island, and San Juan counties for program year 2024. | | | |

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended". The Amendment Amount is contingent on obligation of funds from the U.S. Department of Housing and Urban Development for program year 2024.

| | |
|--|---|
| <p>FOR GRANTEE</p> <p><i>Satpal Singh</i> Satpal Singh, Whatcom County Executive</p> <p><u>June 20, 2024</u> Date</p> | <p>FOR COMMERCE</p> <p>DocuSigned by: <i>Mark Barkley</i> Mark K. Barkley, Assistant Director Local Government Division</p> <p>6/24/2024 7:51 AM PDT Date</p> <p>APPROVED AS TO FORM ONLY Sandra Adix Assistant Attorney General 3/20/2014 Date</p> |
|--|---|

E-Verify Declaration

ATTACHMENT "B"

Firm Name: _____ Opportunity Council, Bellingham, WA _____

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

1. 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.

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

3. 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 _____