

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202302013

Originating Department:	Executive
Division/Program: (i.e. Dept. Division and Program)	Non Departmental
Contract or Grant Administrator:	Kayla Schott-Bresler
Subrecipient's / Agency Name:	Lighthouse Mission Ministries (LMM)

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:
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?	If yes, grantor agency contract number(s):	CFDA#:	21.027
Yes <input type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	202105020	
Yes <input checked="" type="checkbox"/>		No <input type="checkbox"/>	

Is this contract the result of an RFP or Bid process?	If yes, RFP and Bid number(s):	Contract Cost Center:	1382407
Yes <input type="checkbox"/>		No <input checked="" type="checkbox"/>	

Is this agreement excluded from E-Verify?	No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
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If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input checked="" type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments):	<p>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:</p> <ol style="list-style-type: none"> Exercising an option contained in a contract previously approved by the council. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. Bid or award is for supplies. Equipment is included in Exhibit "B" of the Budget Ordinance 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.
\$ 750,000.00	
This Amendment Amount:	
\$	
Total Amended Amount:	
\$	

Summary of Scope: This agreement provides funding for the purchase of kitchen equipment and dormitory room furnishings for the Subrecipient's expansion project to increase their homeless shelter and meals service capacity by 50%.

Term of Contract:	6/6/2023	Expiration Date:	12/31/2024
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Contract Routing:	1. Prepared by:	Kayla Schott-Bresler	Date:	5/24/23
	2. Attorney signoff:	CQ	Date:	5/24/23
	3. AS Finance reviewed:	Amy Martin	Date:	5/24/2023
	4. IT reviewed (if IT related):		Date:	
	5. Subrecipient approved:	<input checked="" type="checkbox"/>	Date:	5/30/23
	6. Submitted to Exec.:		Date:	
	7. Council approved (if necessary):	<input checked="" type="checkbox"/> AB2023-363	Date:	6/6/23
	8. Executive signed:	<input checked="" type="checkbox"/>	Date:	6/7/23
	9. Original to Council:		Date:	



MEMORANDUM

TO: Satpal Sidhu, County Executive

THROUGH: Tyler Schroeder, Deputy Executive

FROM: Kayla Schott-Bresler, Strategic Initiatives Special Projects Manager

RE: Lighthouse Mission Ministries – Shelter Kitchen Equipment and Room Furnishings

DATE: May 24, 2023

Attached is an agreement between Whatcom County and the Lighthouse Mission Ministries (LMM) for your review and signature.

▪ **Background and Purpose**

Lighthouse Mission Ministries (LMM) is the only year-round 24/7 walk-in shelter in Whatcom, Skagit, San Juan, and Island counties (WA). Approximately 400+ people are served daily with up to 310 people staying each night between four facilities. LMM currently provides shelter to 200 individuals in the Basecamp location.

In order to drastically increase capacity, LMM is in the final permitting stages with the City of Bellingham to construct an efficiently designed facility, created to be the hub for homeless services in our community. This new shelter will replace the Basecamp location. In addition to providing an extra 100 severe weather shelter beds, the new facility will also offer much-needed "micro" shelters. LMM is eager to provide a walk-in Family Crisis Shelter with 26 beds, a service that is currently not offered in the area, to allow families a safe place to stay together while they get connected to other housing resources in town. The new facility will also house a 25-bed dorm for seniors and medically fragile guests, an increasing demographic within the homeless population who need specialized care. LMM will also provide 25 beds designated for those with special needs and mental health concerns, and a 24-bed dorm for the working men's program, called Exodus. The building's central kitchen will serve approximately 1,200 meals per day, supporting individuals during severe weather emergencies, individuals sheltered at the facility and others. The building is anticipated to open by July 2024.

▪ **Funding Amount and Source / Administration**

WHATCOM COUNTY
EXECUTIVE'S OFFICE
311 Grand Avenue, Suite 108
Bellingham, WA 98225



Satpal Singh Sidhu
County Executive

Funding under this agreement will be used for the sole purpose of purchasing equipment for the building's new kitchen and dormitory furnishings for the specialty shelter space on the fifth floor of the new facility.

Funding for this Agreement may not exceed \$750,000 and is provided by the American Rescue Plan Act. With the adoption of Ordinance #2022-070, these funds have been included in the 2023 budget.

Whatcom County Health and Community Services will administer this contract upon signature.

SUBRECIPIENT AGREEMENT
Between Whatcom County and Lighthouse Mission Ministries (LMM)

Lighthouse Mission Ministries, hereinafter called **Subrecipient** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 15,
- Exhibit A (Scope of Work), p. 16,
- Exhibit B (Compensation), p. 17,
- Exhibit C (Certificate of Insurance), p. 18,
- Exhibit D (American Rescue Plan Act Subrecipient Agreement), pp. 19 to 23,
- Exhibit E (Subaward Information), p. 24
- Exhibit F (ARPA Eligibility Memo), pp. 25-27

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 6th day of June, 2023, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2024.

The general purpose or objective of this Agreement is to support Lighthouse Mission Ministries to provide food assistance to households and shelter for unhoused community members impacted by the COVID-19 pandemic as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$750,000.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Subrecipient acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on:

SUBRECIPIENT:

Lighthouse Mission Ministries
110 Grand Avenue
Bellingham, WA 98225

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.



Hans Erchinger-Davis, President and CEO

5/30/2023

Date

Approved as to form:

Christopher Quinn per email 05/24/2023

Christopher Quinn, Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: Satpal Singh Sidhu 6/7/2023
Satpal Singh Sidhu, Whatcom County Executive Date

SUBRECIPIENT INFORMATION:

Lighthouse Mission Ministries
110 Grand Avenue
Bellingham, WA 98225

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Subrecipient agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Subrecipient prior to or after the term of this contract shall be performed at the expense of Subrecipient and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

If the Subrecipient defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Subrecipient in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Subrecipient's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Subrecipient shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Subrecipient. The Subrecipient shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Subrecipient shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Subrecipient Services:

Payment to the Subrecipient for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Subrecipient for any costs or expenses incurred by the Subrecipient in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Subrecipient, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Subrecipient understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Subrecipient authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Subrecipient will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Subrecipient to make the necessary estimated tax payments throughout the year, if any, and the Subrecipient is solely liable for any tax obligation arising from the Subrecipient's performance of this Agreement. The Subrecipient hereby agrees to indemnify the County against any demand to pay taxes arising from the Subrecipient's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Subrecipient must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Subrecipient's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Subrecipient has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Subrecipient the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Subrecipient to termination or damages, provided that the County promptly gives notice in writing to the Subrecipient of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Subrecipient of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Subrecipient acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Subrecipient, (3) to set off any amount so paid or incurred from amounts due or to become due the Subrecipient. In the event the Subrecipient obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Subrecipient by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Subrecipient agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Subrecipient:

The Subrecipient's services shall be furnished by the Subrecipient as an independent Subrecipient, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Subrecipient as an independent Subrecipient.

The Subrecipient acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Subrecipient is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Subrecipient represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Subrecipient will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Subrecipient. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Subrecipient shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Subrecipient or any employee of the Subrecipient or any sub-contractor or any employee of any sub-contractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Subrecipient and/or its consultants or sub-contractor, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Subrecipient creates any copyrightable materials or invents any patentable property, the Subrecipient may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Subrecipient further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Subrecipient or the Subrecipient's sub-contractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Subrecipient uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Subrecipient and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Subrecipient are needed for the County to respond to a request under the Act, as determined by the County, the Subrecipient agrees to make them promptly available to the County at no cost to the County. If the Subrecipient considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Subrecipient shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Subrecipient and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Subrecipient (a) of the request and (b) of the date that such information will be released to the requester unless the Subrecipient obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Subrecipient fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Subrecipient to claim any exemption from disclosure under the Act. The County shall not be liable to the Subrecipient for releasing records not clearly identified

by the Subrecipient as confidential or proprietary. The County shall not be liable to the Subrecipient for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Subrecipient shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Subrecipient's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 Patent/Copyright Infringement:

Subrecipient will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Subrecipient infringes any patent or copyright. The Subrecipient will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Subrecipient shall be notified promptly in writing by the County of any notice of such claim.

B. Subrecipient shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Subrecipient, its employees, sub-contractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Subrecipient in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Subrecipient shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Subrecipient shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Subrecipient's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Subrecipient shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Subrecipient also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Subrecipient, then the Subrecipient agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance:

The Subrecipient shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, its agents, representatives, Subrecipients or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Subrecipient without regard to this Contract, whichever are greater.

1. Commercial General Liability

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Subrecipient Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence
\$2,000,000.00 Minimum, Annual Aggregate

Subrecipient shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Subrecipient owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Subrecipient's and Subrecipient's sub-contractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Subrecipient and sub-contractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Subrecipient shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Subrecipient's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Subrecipient to enter into a pre-loss agreement to waive subrogation without an endorsement, then Subrecipient agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Subrecipient enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Subrecipient shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Subrecipient shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Subrecipient must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Subrecipient shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Subrecipient to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.

- i. **Payment Conditioned on Insurance and Failure to Maintain Insurance.** Compensation and/or payments due to the Subrecipient under this Contract are expressly conditioned upon the Subrecipient's compliance with all insurance requirements. Failure on the part of the Subrecipient to maintain the insurance as required shall constitute a material breach of contract. Payment to the Subrecipient may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Subrecipient to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Subrecipient. Upon receipt of evidence of Subrecipient's compliance, payments not otherwise subject to withholding or set-off will be released to the Subrecipient.
- j. **Workers' Compensation.** The Subrecipient shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Subrecipients' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. **Failure of the Subrecipient to take out and/or maintain required insurance** shall not relieve the Subrecipient or sub Subrecipients from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Subrecipient were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Subrecipient's insurance requirements under this Contract.
- l. **Availability of Subrecipient Limits.** If the Subrecipient maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Subrecipient, irrespective of whether such limits maintained by the Subrecipient are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Subrecipient.
- m. **Insurance for Sub Subrecipients.** If the Subrecipient subcontracts (if permitted in the contract) any portion of this Contract, the Subrecipient shall include all sub-contractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each sub Subrecipient. Insurance coverages by sub-contractors must comply with the insurance requirements of the Subrecipient in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. **The Subrecipient agrees Subrecipient's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.**

34.3 **Defense & Indemnity Agreement.** To the fullest extent permitted by law, the Subrecipient agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Subrecipient, its employees, agents or volunteers or Subrecipient's sub-contractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Subrecipient's or its sub-contractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Subrecipient shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Subrecipient, its sub-contractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Subrecipient shall be valid and enforceable only to the extent of the negligence of the Subrecipient, its sub-contractors, employees, and agents. This indemnification obligation of the

Subrecipient shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Subrecipient hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Subrecipient's indemnity obligations under this Agreement.

In the event the Subrecipient enters into subcontracts to the extent allowed under this Contract, the Subrecipients shall indemnify the County on a basis equal to or exceeding Subrecipient's indemnity obligations to the County. The Subrecipient shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Subrecipient agrees all Subrecipient's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Subrecipient are a material inducement to County to enter into this Agreement and are reflected in the Subrecipient's compensation.

By signing this contract, the Subrecipient acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Subrecipient's own employees, arising from this contract.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Subrecipient shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

In all solicitations or advertisements for employees placed by them or on their behalf, the Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

Furthermore, in those cases in which the Subrecipient is governed by such laws, the Subrecipient shall take affirmative action to ensure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities.

The foregoing provisions shall also be binding upon any Subrecipient, provided that the foregoing provision shall not apply to contracts or sub-contractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Subrecipient shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

Subrecipient irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and

Subrecipient further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Subrecipient or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Subrecipient shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Subrecipient to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Subrecipient also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Subrecipient hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Ann Beck, Human Services Manager
Whatcom County Health Department

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Whatcom County Health Department
Ann Beck, Human Services Manager
509 Girard Street
Bellingham, WA 98225
abeck@co.whatcom.wa.us

Lighthouse Mission Ministries
Loran Zenonian, Chief Advancement Officer
110 Grand Street
Bellingham, WA 98225
loranz@thelighthousemission.org

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Subrecipient's Status under State Law:

If applicable, Subrecipient certifies that it has fully met the responsibility criteria required of public works Subrecipients under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having

a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

The Subrecipient further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Subrecipient also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Subrecipient and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Subrecipient agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Subrecipient shall immediately notify Whatcom County if, during the term of this Contract, Subrecipient becomes debarred.

38.3 E-Verify:

The E-Verify Subrecipient 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. If applicable, Subrecipient 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/Seller 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/Seller 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/Seller understands and agrees that any breach of these warranties may subject Subrecipient/Seller 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/Seller 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

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Subrecipient Commitments, Warranties and Representations:

Any written commitment received from the Subrecipient concerning this Agreement shall be binding upon the Subrecipient, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Subrecipient to fulfill such a commitment shall render the Subrecipient liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Subrecipient and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Subrecipient shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Subrecipient has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Subrecipient believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Subrecipient shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Subrecipient shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Subrecipient has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

I. Background

The pandemic has resulted in increased food and housing insecurity of individuals throughout Whatcom County. With the continual increase of the homeless population the need to increase the capacity to provide food and shelter has grown significantly and compounded the needs of individuals and families. Subrecipient will use funds provided under this agreement to purchase kitchen equipment to expand the double the capacity for meal preparation. Funding will also be used to furnish specialty shelters to serve vulnerable individuals; families with children, the elderly, medically fragile, and those receiving care for mental illnesses. Furnishings are designed for durability and space efficiency to provide safe and organized shelter that accommodates more individuals and families.

One of the goals of the American Rescue Plan Act (ARPA) is to serve the hardest-hit communities and families. One of the methods to achieve this goal is to provide food assistance and shelter to the disproportionately impacted homeless individuals and families.

II. Statement of Work

The Subrecipient is expanding their homeless shelter facility to expand their meal preparation by 100% which will increase their meal preparation to 1500 meals a day. They will also increase their capacity to accommodate 100 more vulnerable individuals overnight in a safe and well-organized shelter that maximizes the available space effectively and efficiently. Services provided by the new shelter will be available to all community members and will not require participation or engagement in faith-based services or activities.

Funding under this agreement will be used for the sole purpose of purchasing equipment for the building's new kitchen and dormitory furnishings for the specialty shelter space on the fifth floor of the new facility. Through a competitive bid process LMM will purchase kitchen equipment and durable room furnishing to outfit the expansion of their homeless shelter facility. The expanded facility will allow LMM to double the number of people served in the community.

Items Eligible for reimbursement are listed in Exhibit B.

III. Additional Considerations

Subrecipient shall provide the County with a final report showing the increase in services to the homeless individuals and families as a result of the expanded facility.

Subrecipient will submit a mid-contract report by December 31, 2023 describing construction progress for the new facility as well as the timeline for acquiring the items outlined in this agreement if procurement is not completed. Amendment or termination of this contract will be considered if progress on the shelter indicates the furnishings will not be acquired within the period of this agreement.

EXHIBIT "B"
(COMPENSATION)

Budget: \$750,000

Eligible items include:

Dormitory Furnishings (5th Floor)	Kitchen Equipment (2nd Floor)
Bathroom plumbing fixtures & cleaning station	Walk-in cooler, freezer & parts
Equipment and appliances for kitchenette	Refrigerators
Single Beds	Cooking Equipment:
Bunk beds	Griddles
Chairs	Range
Benches	Convection Steamer
Storage equipment for individual belongings	Skillet Braising pan
Couches	Ovens
Dressers	Fryers
Rockers	Meat Slicer
Indoor Playground	Exhaust and Ventilation systems
Play Area Storage	Hot and cold serving counters
Tables	Food shields
	Coffee Maker
	Mobile heated cabinet
	Mobile refrigerator cabinet
	Dishwasher (Conveyor type)
	Waste collector
	Shelving
	Hand sinks & sanitation equipment
	Floor troughs
	Fire Suppression System

Items that are not listed in this Exhibit may be approved for reimbursement by the Administrating Officer for Whatcom County. The Subrecipient must submit a written request to the Administrating Officer for consideration. Notification of approvals must be submitted with the reimbursement request.

Funding, not to exceed \$750,000, will be disbursed on a reimbursement basis to the Lighthouse Mission Ministries (Subrecipient). Funding will be provided by the American Rescue Plan Act State and Local Fiscal Recovery Fund (Assistance Listing Number 21.027). All funds shall be used for the purchase of kitchen equipment and dormitory room furnishings to outfit the new expanded shelter facility; no staffing or indirect is eligible under this contract. Reimbursement will occur for equipment and furnishings delivered and in the possession of the subrecipient.

Subrecipient will send invoices for equipment and furniture purchases to:
 Whatcom County Health Department
 509 Girard Street
 Bellingham, WA 98225

Invoices will include copies of receipts or paid invoices detailing the amount and description of equipment and furnishings, GL or similar reports listing of the purchases made, and a brief progress report describing the progress towards completing this agreement as well as the status of completion of the shelter facility. Invoices should reference the Whatcom County assigned contract number. Invoices shall be submitted to Whatcom County on a quarterly basis during the contract period.

Funds will be made available by immediately upon execution of this Agreement. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Subrecipient. The County may withhold payment of an invoice if the Subrecipient submits it more than 30 days after the expiration of this contract.

"Exhibit C"
(Certificate of Insurance)

Issue Date 2/17/2023

Cert # 0000042401

**Non Profit Insurance Program
Certificate of Coverage**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVEYS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	GENERAL LIABILITY American Alternative Insurance Corporation, et al.
	AUTOMOBILE LIABILITY American Alternative Insurance Corporation, et al.
INSURED	PROPERTY American Alternative Insurance Corporation, et al.
Lighthouse Mission Ministries PO Box 548 Bellingham, WA 98227-0548	MISCELLANEOUS PROFESSIONAL LIABILITY Princeton Excess and Surplus Lines Insurance Company

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	PER OCCURRENCE	\$4,000,000
				PER MEMBER AGGREGATE	\$8,000,000
				PRODUCT-COMP/OP	\$4,000,000
				PERSONAL & ADV. INJURY	\$4,000,000
				ANNUAL POOL AGGREGATE	\$50,000,000
(LIABILITY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)					
AUTOMOBILE LIABILITY					
ANY AUTO	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT	\$4,000,000
				ANNUAL POOL AGGREGATE	NONE
(LIABILITY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)					
PROPERTY					
	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	ALL RISK PER OCC EXCL EQ & FL	\$75,000,000
				EARTHQUAKE PER OCC	\$1,000,000
				FLOOD PER OCC	Excluded
				ANNUAL POOL AGGREGATE	NONE
(PROPERTY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)					
MISCELLANEOUS PROFESSIONAL LIABILITY					
	N1-A3-RL-0000060-13	6/1/2022	6/1/2023	PER CLAIM	\$4,000,000
				ANNUAL POOL AGGREGATE	\$40,000,000
(LIABILITY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding Contract No. 202302013: Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers are named as Additional Insured regarding this contract only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. The NPIP retained limit is primary and non-contributory. Waiver of Transfer of Rights endorsement is attached.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Whatcom County 311 Grand Avenue, Suite 108 Bellingham, WA 98225	

**AMERICAN ALTERNATIVE
INSURANCE COMPANY**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
(GENERAL LIABILITY)**

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number N1-A2-RL-0000013-13	Endorsement Effective 6/1/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Person or Organization (Additional **Insured**): As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

Whatcom County
311 Grand Avenue, Suite 108
Bellingham, WA 98225

Regarding Contract No. 202302013. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers are named as Additional Insured regarding this contract only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. The NPIP retained limit is primary and non-contributory. Waiver of Transfer of Rights endorsement is attached.

A. With respects to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the Person or Organization shown in the above Schedule. Such Person or Organization is an **Insured** only with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In performance of your ongoing operations; or
2. In connection with your premises owned or rented to you.

B. The Limits of Insurance applicable to the additional **Insured** are those specified in either the:

1. Written contract or written agreement; or
2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

**AMERICAN ALTERNATIVE
INSURANCE COMPANY**

**WAIVER OF TRANSFER OF RIGHTS AND RECOVERY
AGAINST OTHERS TO US**

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number N1-A2-RL-0000013-13	Endorsement Effective 6/1/2022

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Name of Person or Organization: As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

Whatcom County
311 Grand Avenue, Suite 108
Bellingham, WA 98225

The Our Right To Recovery Condition in the Liability Conditions, Definitions and Exclusions form is amended by addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **Your Work** done under contract with that person or organization. This waiver only applies to the person or organization shown in the Schedule above; however, this waiver does not apply if the injury or damage is due to the sole negligence of such scheduled person or organization.

All other terms and conditions remain unchanged.

“Exhibit D”
American Rescue Plan Act Funding
Subrecipient Agreement

Subrecipient, Lighthouse Mission Ministries is considered a subrecipient for purposes of this contract and will hereafter be referred to as Subrecipient for this portion of the contract. Source of funding is Coronavirus State and Local Fiscal Recovery Funds, CFDA No. 21.027

1. COMPLIANCE WITH LAWS

- A. The Subrecipient and the County shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to United States Laws, Regulations and Circulars (Federal).
- B. The Subrecipient shall comply with the American Rescue Plan Act of 2021, PL 117-2, Section 9901 regarding allowable expenditures. (The Subrecipient shall also comply with all federal guidance regarding the Coronavirus State and Local Fiscal Recovery funds, including the Final Rule at 31 CFR Part 35 and U.S. Treasury FAQs.
- C. The Subrecipient shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- D. Other federal regulations applicable to this award include:
 - (i) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - (ii) Reporting Subaward and Executive Compensation Information, 2 C.F.R., Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - (iii) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 80 (including the requirement to include a term or condition in all lower tier covered transaction (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - (iv) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - (v) Governmentwide Requirement for Drug-Free Workplace, 31 CFR Part 20.
 - (vi) New Restrictions on Lobbying, 31 CFR Part 21.
 - (vii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC§§ 4601-4655) and implementing regulations
 - (viii) Generally applicable federal environmental laws and regulations.
- E. The Subrecipient shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.
- F. The Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of Services under this Agreement. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the grounds of race, color, or national origin under program or activities receiving federal financial assistance.
 - (ii) The Fair Housing Act, Title VII-IX of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - (iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

- (iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - (v) The American with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.
 - (vi) The Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement.
- G. Subrecipient must disclose in writing to Department of Treasury, or the County, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- H. Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- I. Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving.
- J. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- (i) A member of Congress or a representative of a committee of Congress;
- (ii) An Inspector General;
- (iii) The Government Accountability Office;
- (iv) A Treasury employee responsible for contract or grant oversight or management;
- (v) An authorized official of the Department of Justice or other law enforcement agency;
- (vi) A court or grand jury; or
- (vii) A management official or other employee of Subrecipient, Subrecipient or sub-Subrecipient who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- K. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federal assisted programs and activities for individuals who, because of national denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
- L. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts program, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067.
- M. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient, Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

- N. Subrecipient acknowledges and agrees that it must require any Subrecipients, sub-Subrecipients, successors, transferees, and assignees to comply with assurances contained in sections J, K, L and M herein-above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Subrecipients, sub-Subrecipients, successors, transferees, and assignees:

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

2. ACKNOWLEDGEMENT OF FEDERAL FUNDS

Grant Funds paid out under this Agreement are made available and are subject to Section 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021. From and after the effective date of this Agreement, the Subrecipient agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Subrecipient describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following statement(s):

This project was supported, in whole or in part, by American Rescue Plan Act funding awarded to Whatcom County by the U.S. Department of Treasury.

3. REPAYMENT OF FUNDS TO THE COUNTY

- A. The Subrecipient shall return Grant Funds disbursed to it by the County under this Agreement for return by the County to the U.S. Department of the Treasury, upon the occurrence of any of the following events: (a) if overpayments are made by the County; or (b) if an audit of the Services by the U.S. Department of the Treasury, the State, or the County determines that the funds have been expended for purposes not permitted by 42 USC § 803(c)(1), 31 CFR Part 35, U.S. Treasury FAQs, the U.S. Department of the Treasury, the County, state law, or this Agreement. In such a case, the County shall make a written demand upon the Subrecipient for repayment, and the Subrecipient shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand.
- B. No exercise by the County of the right to demand repayment of funds from the Subrecipient shall foreclose the County from making an additional demand for repayment if a return of additional funds is required by the U.S. Department of the Treasury; the County's right to demand repayment from the Subrecipient may be exercised as often as necessary to recoup from the Subrecipient all funds required to be returned by the County to the U.S. Department of the Treasury.
- C. The Subrecipient is solely responsible for seeking repayment from any sub-Subrecipient in conformance with its debt collection policy.

4. NONDISCRIMINATION AND EQUAL OPPORTUNITY

- A. **General Provisions**
Subrecipient shall make the facilities available to the public in a manner that assures fair, equal, and non-discriminatory treatment to all persons without regard to race, creed, color, national origin, sex, honorable discharged veteran or military status, sexual orientation; the presence of any sensory, mental, or physical disability; or the use of a trained dog guide or service animal by a person with a disability. No personnel shall be refused service, be given discriminatory treatment, be denied any privilege, use of facilities, or participation in activities on account of race, creed, color, national origin, sex, honorable discharged veteran or military status, sexual orientation; the presence of any sensory, mental, or physical disability; or the use of a trained dog guide or service animal by a person with a disability, nor shall any person be required to participate in any religious worship, exercise, or instruction. The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction.
- B. **Equal Access to Housing Regardless of Sexual Orientation or Gender Identity**
Subrecipient shall abide by all provisions of the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity, as set forth in 24 CFR, Parts 5 and 570. These provisions ensure that any qualified individual or family is not denied equal access to housing. In addition, the Subrecipient shall not inquire about the sexual orientation or gender identity of an applicant for, or occupant of, housing assisted under this Agreement.
- C. **Housing Preferences**
Projects which have committed to limit eligibility or preference to a particular segment of the population may do so only if permitted by Fair Housing Act restrictions.

Any limitation or preference in housing must not violate nondiscrimination provisions in 24 CFR § 92.350. A limitation or preference does not violate nondiscrimination requirements if the housing also receives funding from a Federal program that limits eligibility to a particular segment of the population (e.g., the Housing Opportunity for Persons with AIDS program under 24 CFR part 574, the Shelter Plus Care program under 24 CFR part 582, the Supportive Housing program under 24 CFR part 583, supportive housing for the elderly or persons with disabilities under 24 CFR part 891), and the limit or preference is tailored to serve that segment of the population.

If the Project does not receive funding from a Federal program that limits eligibility to a particular segment of the population, the Project may have a limitation or preference for persons with disabilities who need services offered at a project only if:

- The limitation or preference is limited to the population of families (including individuals) with disabilities that significantly interfere with their ability to obtain and maintain housing;
- Such families will not be able to obtain or maintain themselves in housing without appropriate supportive services; and
- Such services cannot be provided in a non-segregated setting. The families must not be required to accept the services offered at the project. In advertising the project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible persons with disabilities who may benefit from the services provided in the project.

D. TDD/TTY or Relay Service Required

Subrecipient agrees to list a TDD/TTY or the Washington Relay telephone number on all of the written policies and documents that they make available to participants, beneficiaries, or employees, including their letterhead, materials used to market programs, and any other public document that lists a telephone number.

5. DOMESTIC PREFERENCES FOR PROCUREMENTS

Domestic Preference for Procurements

As appropriate, and to the extent consistent with the law, the subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

6. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

A. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause –

B. *Prohibitions.*

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in paragraph (c) of this clause applies, the subrecipient and its sub-Subrecipients may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. *Exceptions.*

- i. This clause does not prohibit subrecipients from providing –
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:

- i. Are *not used* as a substantial or essential component of any system; and
- ii. Are *not used* critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting Requirement.

- i. In the event the subrecipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the subrecipient is notified of such by a sub-Subrecipient at any tier or by any other source, the subrecipient shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- ii. The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:
 - a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - b. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the subrecipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. *Subcontracts.* The Subrecipient shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

7. RECORDS MAINTENANCE

The Subrecipient shall maintain books, records, documents, data and other evidence relating to this contract 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 contract.

The Subrecipient shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Subrecipient shall retain such records for a period of five (5) years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**“Exhibit E”
ARPA SUBAWARD INFORMATION**

	Item Description	Contract Information
1	Subrecipient Name (Exactly as listed in DUNS): www.SAM.gov	Lighthouse Mission Ministries
2	Subrecipient DUNS Number: www.SAM.gov or Unique Entity ID	G12VJJK6C5
3	Subrecipient Unique Entity ID	
3	Federal Award Identification Number (FAIN):	SLFRP1195
4	Federal Award Date (from Federal contract)	May 13, 2021
5	Subaward period of performance:	June 6, 2023 - December 21, 2024
6	Amount of Federal Funds Obligated by this action:	\$750,000.00
7	Total Amount of Federal Funds Obligated to the subrecipient by Whatcom County for this subaward (current and past obligations):	\$750,000.00
8	Total Amount of the Federal Award <u>committed</u> to the subrecipient through Whatcom County:	\$750,000.00
9	Project description from Federal Award:	Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117- 2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.
10	Name of the Federal awarding agency:	United States Department of the Treasury
11	Name of the pass-through entity/entities:	Whatcom County
12	Contact information for awarding official- (Name of County project coordinator)	Kayla Schott-Bresler / kschottb@co.whatcom.wa.us
13	Contact information for awarding official- General Contact email or phone number:	Whatcom County Executive / 360-778-5200
14	Assistance Listing Number (ALN)	21.027
15	ALN Name Program Name	Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), Coronavirus State Fiscal Recovery Fund (CDFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF)
16	Is the award Research and Development?	No
17	Indirect Cost Rate per the Federal Award	n/a
18	Federal requirements imposed on the subrecipient by Whatcom County:	See contract terms above
19	Additional requirements imposed by Whatcom County to meet its own responsibilities to the awarding agency:	See contract terms above
20	Indirect Rate: Subrecipient approved rate or de minimis	n/a
21	Access to subrecipient’s accounting records and financial statements as needed.	Confirmed
22	Closeout Requirements	Full drawdown of contract or expiration of contract

Exhibit F

MEMORANDUM TO FILE

FROM: KAYLA SCHOTT-BRESLER, STRATEGIC INITIATIVE MANAGER, EXECUTIVE'S OFFICE
DATE: May 24, 2023
RE: AMERICAN RESCUE PLAN ACT - DETERMINATION OF ELIGIBLE USE FOR FOOD ASSISTANCE AND HOMELESS SHELTER

Section 1: Eligible Use

The Department of the Treasury Final Rule implementing the Coronavirus State Fiscal Recovery Fund and the Local Fiscal Recovery Fund (SLFRF) established under the American Rescue Plan, allows funds to be for the purposes of food assistance and shelter.

The Final Rule on page 4359 reads *"The interim final rule included an enumerated eligible use for food assistance... Treasury is maintaining this enumerated eligible use without change. Recipients may, as was the case under the interim final rule, administer programs through a wide range of entities, including nonprofit and for-profit entities, to carry out eligible uses on behalf of the recipient government."* In companion guidance to the Final Rule, Treasury states that food assistance to low- or-moderate income individuals and families that experienced increased food insecurity as a result of the pandemic are eligible to receive food assistance.

Additionally, on page 4360 of the Final Rule, Treasury states *"... Treasury is clarifying that transitional shelters (e.g. temporary residences for people experience homelessness) are eligible capital expenditures."*

The Legal and Finance Departments concur that this proposal is an eligible use of County ARPA grant funds. The proposed use of funds is summarized in Section 3 of this memo.

Federal Regulations

ARPA

Federal Register Vol 87, No 18, January 27, 2022 Rules & Regulations

<https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

The final rule offers guidance on p. 4359-4364 identifying food assistance and shelter as eligible uses of fund to provide assistance to vulnerable homeless individuals and families who faced negative economic impacts due to COVID-19.

Under the final rule, food assistance and shelter services (including capital expenditures) may be targeted toward individuals and families impacted by COVID-19. Per Treasury, *"Capital expenditures, in certain cases, can be*

appropriate responses to the public health and economic impacts of the pandemic, in addition to programs and services. Like other eligible uses of SLFRF funds in this category, capital expenditures should be a related and reasonably proportional response to a public health or negative economic impact of the pandemic. The final rule clarifies and expands how SLFRF funds may be used for certain capital expenditures, including criteria and documentation requirements specified in this section, as applicable.”

The final rule offers guidance on p. 4359 (Section 1) identifying food assistance as an eligible use to provide assistance to households or populations who faced negative economic impacts due to COVID-19.

*“Treasury is clarifying that capital expenditures related to food banks and other facilities primarily dedicated to addressing food insecurity are **eligible**...”*

The final rule offers guidance on p.4365 (Section 10) **Promoting long-term housing security; affordable housing and homelessness**. *“Under the interim final rule, recipients may use SLFRF funds to provide a set of housing services to communities that have been disproportionately impacted by the pandemic. Specifically, the interim final rule provided that programs or services that address housing insecurity, or lack of affordable housing, or homelessness, were responsive to the negative economic impacts of the pandemic when provided to disproportionately impacted households and communities.”*

Under Eligible Uses on page 4365 the final rule offers guidance under section 10. Promoting long-term housing security; affordable housing and homelessness. In this section it states that *“Treasury has determined that supportive housing or other programs or services to improve access to stable, affordable housing among individuals who are homeless, and the development of affordable housing to increase supply of affordable and high-quality living units are responsive to the needs of impacted populations, not only disproportionately impacted populations.”*

Section 2: Summary of Impacted Community

Food and housing insecurity in Whatcom County are real and concerning public health issues, exacerbated by the COVID-19 pandemic and its economic effects. The Lighthouse Mission Ministries currently serves 750 meals daily and houses up to 300 individuals each night. In the 2022 [Point in Time \(PIT\) Census](#) of Homeless Residents identified over 800 individuals as homeless in Whatcom County. That number is likely below the actual number of homeless in Whatcom County.

In accordance with state funding guidelines from the Washington State Department of Agriculture and Washington State Department of Commerce, Whatcom County abides by the best practice to reduce service access barriers for households experiencing housing and food security. As such, Whatcom County assumes all households entering a homeless shelter earn 30% of Area Median Income or below, and are thus eligible for shelter and food assistance services funded by the state and federal government, and ARPA in particular.

As such, Whatcom County designates all individuals visiting a homeless shelter as a COVID-19 “impacted population” and thus eligible for ARPA-funded food and shelter assistance.

Section 3: Summary of Proposed Uses

This proposed use of funds will enable Lighthouse Mission Ministries to furnish their new expanded facility with a larger, more efficient kitchen necessary to increase their current meal production from 750 meals per day to 1,500. Lighthouse Mission Ministries will also use the funding to purchase durable furniture to furnish specialty shelters to serve vulnerable individuals; families with children, the elderly, medically fragile, and those receiving care for mental illnesses. This specialty housing will provide space and shelter to serve 100 more vulnerable individuals in the expanded facility. LMM will pursue a competitive bid process to purchase kitchen equipment and high-quality, durable room furnishings that will more efficiently and safely accommodate vulnerable individuals and families served in their homeless service shelter.

Section 4: Capital Justification

A. Background

The American Rescue Plan requires local jurisdictions to document use of funds for capital expenditures greater than \$999,990. Whatcom County has provided \$750,000 Lighthouse Mission Ministries for the purpose of outfitting the expansion of homeless shelter with efficient kitchen equipment and durable room furnishings to increase their capacity to serve 50% more vulnerable individuals.

B. Description of the Harm or Need to be Addressed

LMM currently shelters 200 in the Basecamp location. These are the first individuals who will be served by the new project. These individuals will be safely relocated to the new facility and then other vulnerable individuals within Whatcom County will be identified for sheltering. In the 2022 PIT count, over 800 individuals were identified as homeless in Whatcom County. This is likely a conservative estimate. Of the 852 individuals surveyed, several suffer from disabling conditions. Nearly 40% of those surveyed reported a diagnosed mental illness. For this reason, LMM has designed specialized care dorms to accommodate the unique needs of those with behavioral health challenges. Another 45% reported a permanent physical disability or other chronic health issue.

There has also been an uptick in homeless families with children under the age of 18. The PIT count shows that 13% of those surveyed fit this category. LMM currently has the capability to house 1 family in an emergency situation at Basecamp. The new project expands the family dorm space and allows LMM to better meet the needs of these parents and children. Agape Home, LMM's residential recovery program for women and children, maintains a waiting list for services. The new expanded facility will decrease this waiting list by 1/3 - 1/2 with new family dorm spaces to aid those during the waiting period.

LMM works closely with Peace Health and other medical providers to offer limited bed space and medical care to those in need. In the new building they have designed specialized dorm spaces for individuals facing medical complications in addition to homelessness. Without safe accommodations, many would go without wound care, oxygen tanks, and other acute medical services.

C. Explanation of Why a Capital Expenditure is Appropriate

The Whatcom County coalition to End Homelessness 2022 Annual Report surveyed 832 individuals. Of those surveyed, a total of 832 individuals from 639 different households were found to be experiencing homelessness in

Whatcom County on February 24, 2022. For the purpose of this homeless count, households were divided into two categories: sheltered and unsheltered. Households could be either single individuals or comprised of multiple people. Sheltered homeless individuals either stayed in an emergency shelter or transitional housing facility on the night before the count. Unsheltered individuals spent the night of February 24, 2022 outdoors, in cars, or other places not meant for habitation.

The year-over-year change between 2021 and 2022 was a 3% decrease in homeless persons counted (from 859 homeless persons in 2021 to 832 in 2022). The year-over-year change in number of homeless households increased by 2% between 2021 and 2022 (from 625 households to 639 households), and also is the highest number reported since counting began in 2008. Expanding the capacity to serve more homeless by increasing meal preparation by 100% and expanding overnight shelter to serve an additional 100 vulnerable will help to address the needs of this vulnerable population and requires capital expenditures to accomplish.

By investing in this capital project, Whatcom County is implementing locally-based research and policy guidance to address this community-wide threat to economic, business and community wellbeing.

D. Comparison of Proposed Capital Project Against at Least Two Alternative Capital Expenditures and Demonstration of Why the Proposed Capital Expenditure is Superior

For an overall cost of \$23,500,000 the most of which was raised through private funding, LMM is expanding their capacity to serve the homeless population in Whatcom County. LMM is planning construction of a Homeless Service Shelter to replace their "Drop-In" center and the current "Base Camp" facility. Current capacity between the two locations is up to 310 people staying overnight and serving 750 meals per day. LMM is requesting \$750,000 to fund the kitchen equipment needed for the new facility which will double their capacity for meal preparation with at least 1500 meals served each day. The room furnishing will accommodate an additional 100 vulnerable individuals and families.

Whatcom County has considered – and funded – an array of capital expenditures to meet the growing homeless services and affordable housing needs in the community.

Whatcom County considered these two alternative uses of ARPA funds:

- Investment in a stand-alone family with children shelter: Whatcom County, in partnership with local philanthropic and municipal partners, conducted outreach to a number of nonprofit housing and social service agencies in the community. Whatcom County hoped to use ARPA funds to invest in a stand-alone families with children shelter. No nonprofit agencies in the community were ready to move forward with a project, though there may still be possibilities at a later date. Whatcom County thus determined that the LMM project was the best opportunity to immediately invest capital dollars into shelter for families with children. Additionally, the LMM project will leverage considerable philanthropic and private investment, a rare opportunity for a homeless service project in Whatcom County.
- Investment in additional permanently affordable homeownership: Whatcom County was approached by an affordable homeownership agency requesting investment in an additional homeownership project. Whatcom County has already invested significant ARPA dollars in affordable homeownership, and given the crisis of

homelessness occurring in our community, Whatcom County has determined that investing in the emergency end of the continuum is a priority for remaining ARPA dollars at this time.