

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202311028

Originating Department:	85 Health and Community Services
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing
Contract or Grant Administrator:	Christopher D'Onofrio
Contractor's / Agency Name:	City of Bellingham

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):	ALN#:	21.027
Yes <input type="checkbox"/>	No <input checked="" 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 a RFP or Bid process?	Contract Cost Center:	1388502
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If yes, RFP and Bid number(s):

Is this agreement excluded from E-Verify?	No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
---	-----------------------------	---



If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> :
\$ 250,000	
This Amendment Amount:	
\$	
Total Amended Amount:	
\$	<ol style="list-style-type: none"> <li>Exercising an option contained in a contract previously approved by the council.</li> <li>Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.</li> <li>Bid or award is for supplies.</li> <li>Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>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.</li> </ol>

Summary of Scope: This agreement provides funding for operations associated with winter weather shelter operations.

Term of Contract:	6 Months	Expiration Date:	03/31/2024
-------------------	----------	------------------	------------

Contract Routing:	1. Prepared by:	JT	Date:	10/06/2023
	2. Health Budget Approval	KR	Date:	10/06/2023
	3. Attorney signoff:	RB	Date:	10/06/2023
	4. AS Finance reviewed:	A Martin	Date:	10/06/2023
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	11/7/2023
	8. Council approved (if necessary):	AB2023-671	Date:	10/24/2023
	9. Executive signed:		Date:	11/7/2023
	10. Original to Council:		Date:	



# Memorandum

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** City of Bellingham – Winter Shelter Facility Operation Interlocal Agreement  
**DATE:** **NOVEMBER 7, 2023**

---

Attached is a contract between Whatcom County and City of Bellingham for your review and signature.

▪ **Background and Purpose**

The City of Bellingham and Whatcom County are jointly funding Road2Home to operate a winter shelter located at 1355 Civic Field Way in Bellingham, from December 1, 2023 through February 29, 2024. The primary function of the winter shelter is to serve as a life-saving intervention during dangerous weather conditions. This Agreement provides funding for the City to manage and fund a contract with Road2Home to operate a seven day per week, nightly winter shelter.

This winter shelter will provide space for up to 45 guests, with surge capacity during severe weather to be determined

▪ **Funding Amount and Source**

Whatcom County will reimburse the City of Bellingham for staffing and operational expenses of the services described above. Funding will not exceed \$250,000 and is provided by American Rescue Plan Act [ARPA (CFDA 21.027)]. These funds are included in the 2023 budget and Council authorization is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Christopher D’Onofrio, Housing & Homeless Services Supervisor at 360-778-6049 ([CDonofrio@co.whatcom.wa.us](mailto:CDonofrio@co.whatcom.wa.us)) or Kathleen Roy, Financial & Administrative Manager at 360-778-6007 ([KRoy@co.whatcom.wa.us](mailto:KRoy@co.whatcom.wa.us)), if you have any questions.

Encl.

Whatcom County Contract Number

202311028

**INTERLOCAL AGREEMENT FOR  
WINTER SHELTER FACILITY OPERATION 2023-2024  
WHATCOM COUNTY – CITY OF BELLINGHAM**

**WHATCOM COUNTY**, a political subdivision of the State of Washington, acting through Whatcom County Health and Community Services, (hereinafter the “County”), located at 509 Girard Street, Bellingham, WA 98225 and the **CITY OF BELLINGHAM**, a first-class municipal corporation of the State of Washington (hereinafter the “City”), with offices at 210 Lottie Street, Bellingham, WA 98225, in consideration of the mutual covenants herein, do agree as follows:

**WHEREAS**, the County has seen a 27% increase in homelessness according to the 2023 Point in Time Count; and

**WHEREAS**, the 2023-2024 winter season is expected to have greater demand for winter shelter capacity than in past winter seasons; and

**WHEREAS**, the primary function of the winter shelter is to serve as a life-saving intervention during dangerous weather conditions; and

**WHEREAS**, the County, in cooperation with the City of Bellingham, issued a Request for Proposals (RFP #23-57) on August 2, 2023 to solicit an operator for the winter shelter; and

**WHEREAS**, Road2Home, a local nonprofit organization with experience serving community members experiencing homelessness, was selected as the operator; and

**WHEREAS**, the County seeks to partner with the City of Bellingham and provide funding towards the winter shelter contract, which will be managed by the City of Bellingham; and

**WHEREAS**, County funding for this agreement is the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds, assistance listing number 21.027, and the City will be a subrecipient of the County.

**THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:**

- 1. PURPOSE:** This Agreement sets out the terms of financial assistance provided by the County to the City to contract with Road2Home to operate a nightly shelter from December 1, 2023 through February 29, 2024 at the Civic Field facility located at 1355 Civic Field Way in Bellingham, as further detailed in **Exhibit A - Statement of Work**, attached hereto and incorporated herein by this reference.
- 2. TERM OF AGREEMENT.** Notwithstanding the date of execution hereof, this Agreement shall be in effect from 10/01/2023 to 3/31/2024.
- 3. LIAISON.** The City’s responsible person for this Agreement is Samya Lutz, Housing & Services Program Manager ([slklutz@cob.org](mailto:slklutz@cob.org)). The County’s responsible person is Chris D’Onofrio, Housing and Homeless Services Supervisor ([cdonofri@co.whatcom.wa.us](mailto:cdonofri@co.whatcom.wa.us)).
- 4. STATEMENT OF WORK.** See attached Exhibit A, incorporated herein by this reference.
- 5. NOTICE OF FEDERAL SUBRECIPIENT AWARD.** Whatcom County was awarded federal funds under the American Rescue Plan Act (ARPA) on March 11, 2021 by the U.S. Department of Treasury under CFDA number 21.027. This

grant is considered a subrecipient award as defined in 2 CFR §200.1. See Exhibit C, Subrecipient Award outlining applicable terms and conditions of a federal subrecipient award and incorporated herein by this reference.

6. **FUNDS PROVIDED AND METHOD OF PAYMENT.** Each Party has included a line item in their respective annual budgets to support the services as shown in **Exhibit B – Financial Commitments**, which is attached hereto and incorporated herein.
7. **ACCOUNTING AND AUDIT.** The City agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles and to retain the same for a period of three years after termination of this Agreement. The financial records shall be made available to representatives of the County or any other governmental agency with jurisdiction for audit, at such reasonable time and places as the City shall designate.
8. **RELEASE AND INDEMNIFY.** To the extent permitted by law, each Party agrees to release, indemnify and hold harmless the other Parties, its officers, agents, employees, and representatives (City/County) from all claims, actions, suits, losses, harm, liabilities, damages, costs, and expenses, including but not limited to, reasonable attorneys' fees arising out of their own negligent acts or omissions in connection with performance of this Agreement. Where negligence by all Parties is concurrent and contributes to a claim, the Parties shall be responsible and liable in proportion to the degree of their own negligence. Nothing in this Agreement shall be construed to preclude any Party from pursuing any remedy against a third Party.
9. **COMPLIANCE WITH LAWS.** The City shall comply with all applicable laws, ordinances, and codes of the local, State, and Federal governments. The City shall submit any and all information the County requires to demonstrate compliance with such laws, ordinances, and codes within two weeks of County's request for such information. The City covenants that its employees have no interest and will not acquire interest, direct or indirect, or any other interest which would conflict in any manner or degree with the performance of services hereunder. The City further covenants that in the performance of this Agreement, no person having such interest will be employed.
10. **NONDISCRIMINATION IN CLIENT SERVICES.** The City shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, gender identity, or disability, unlawfully deny a qualified individual any facilities, financial aid, services, or other benefits provided under this Agreement or otherwise deny or condition services in a manner that violates any applicable laws against discrimination. If assignment or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The City shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.
11. **TERMINATION; REDUCTION IN FUNDING.**
  - A. Should either party hereto believe that the other has failed to perform, or is likely to be unable to substantially perform, all or a material part of its obligations under this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail).
  - B. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to County or City budgetary constraints or economic downturn resulting in reduced revenues, and prior to its normal completion, the County or City may summarily terminate the 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 City deems that the

continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof.

C. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

**12. CHANGES, MODIFICATIONS, AMENDMENTS, OR WAIVERS.** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

**13. ASSIGNMENT.** Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

**14. VENUE STIPULATION.** This Agreement has been and shall be considered as having been made and delivered within the State of Washington and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Whatcom County Superior Court, Washington.

**15. STATUS OF COUNTY.** Neither County nor personnel employed by the County shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. County shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs.

**EXECUTED, for WHATCOM COUNTY on:** 11/7/2023

DocuSigned by:  
*Satpal Singh Sidhu* 11/7/2023  
1192C7C18B664E3...  
Satpal Singh Sidhu, County Executive Date

**WHATCOM COUNTY:  
Recommended for Approval:**

DocuSigned by:  
*Ann Beck* 11/7/2023  
2B365BB0422344A...  
Ann Beck, Community Health & Human Services Manager Date

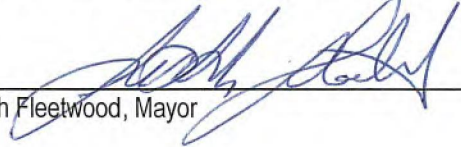
DocuSigned by:  
*Erika Lautenbach* 11/7/2023  
955C651A30374BD...  
Erika Lautenbach, Director Date

**Approved as to form:**

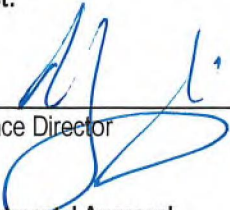
DocuSigned by:  
*Royce Buckingham* 11/7/2023  
1EE5DDBD9542404...  
Royce Buckingham, Senior Civil Deputy Prosecutor Date

**CITY OF BELLINGHAM:**

EXECUTED, this 2 day of November, 2023, for the **CITY OF BELLINGHAM:**

  
\_\_\_\_\_  
Seth Fleetwood, Mayor

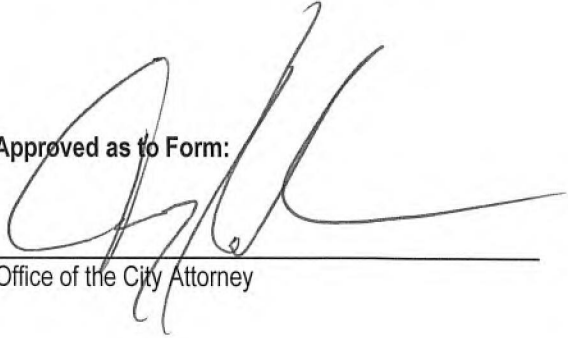
**Attest:**

  
\_\_\_\_\_  
Finance Director

**Departmental Approval**

  
\_\_\_\_\_

**Approved as to Form:**

  
\_\_\_\_\_  
Office of the City Attorney

## **EXHIBIT A STATEMENT OF WORK**

### **I. Scope of Work**

The County issued a Request for Proposals (RFP 23-57) to select an operator of a nightly winter shelter from December 1, 2023 to February 29, 2024. The City will contract with the successful vendor, Road2Home, to provide nightly winter shelter operation services, as follows:

1. Road2Home will employ adequate staff and volunteers necessary to perform the requirements of this Scope of Work. These employees and volunteers will be experienced in and/or receive training in issues relating to homelessness, poverty, substance use, domestic violence and recovery, including knowledge of trauma-informed care, harm reduction, non-violent communication and de-escalation skills.
2. The winter shelter will operate at the Civic Field locker rooms, located at 1355 Civic Field Way in Bellingham, seven days per week (including holidays) from 7:00pm to 8:00am [5:00pm to 10:00 am during severe weather conditions, as defined by the County – see Exhibit E (Guiding Assumptions).] Guests will be required to vacate the shelter with their belongings outside of these hours.
3. The winter shelter will provide space nightly for up to 45 guests, with surge capacity during severe weather to be determined. Shelter space will be provided on a first-come, first-served basis day by day.
4. Guests will utilize standard WTA routes, personal transportation and/or the Road2Home transport van to access the shelter.
5. Shelter guests will be provided with bedding, cot, access to showers, light snacks, hygiene supplies and access to behavioral health and resource navigator specialist(s) as available during their stay.
6. Shelter guests will sign and adhere to a code of conduct established by the shelter operator and reviewed by the City and County.
7. Cleaning and laundry services will be necessary to support the nightly winter shelter, as well as security, as needed. These are eligible costs under this Scope of Work.

The City will consult with the County on additional details negotiated with Road2Home to carry out this Scope of Work. The City will manage the contract with Road2Home, provide monthly reports (at minimum) and submit payment requests to the County for reimbursement.

### **II. Reporting**

The City will require Road2Home to submit documentation of services provided to both the City and County liaisons on a schedule established by the City. It is anticipated that basic nightly census reporting will be submitted the day following service; however, the reporting schedule may be adjusted as negotiated between the City and Road2Home after consultation with the County.

Weekly reports will include, at a minimum:

1. Number of shelter guests for each night,
2. Number of unique guests over the week,
3. Incidents requiring outside resources or emergency response.

A final close-out report will be required in a format provided by the City by March 31, 2024. The close-out report will include, at minimum:

1. Estimated number of unique guests served,
2. General observations and lessons learned.

**EXHIBIT B  
FINANCIAL COMMITMENTS**

- I. **Budget.** The City and the County have both committed funds for the services described in Exhibit A. The total estimated cost is \$500,000.

The County will reimburse the City for staffing and operational costs of the shelter, for an amount not to exceed \$250,000.

The County's designated liaison may approve other expenses as determined essential to the execution of the contracted project.

Eligible equipment purchases exceeding \$5,000 must be pre-approved in writing by the County's designated liaison.

II. **Method of Payment**

- a. The City shall submit a monthly invoice to the County, which will include contractor (Road2Home) invoices and a detailed breakdown of reimbursable costs including the number of hours worked and their attribution to staff position titles and corresponding payroll costs, receipts for purchased operating supplies and services and equipment. The required report summarizing services performed shall be attached to said invoice.
- b. Payment shall be based on a properly executed invoice reflecting eligible costs.
- c. The City shall submit the invoices, documentation and any necessary reports by the 15<sup>th</sup> of the month, following the period being invoiced, except for January where the same will be due by the 10<sup>th</sup> of the month.
- d. Invoices shall be sent to Whatcom County Health and Community Services, Business Office at:  
[HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us).
- e. The County will make payment to the City no more than thirty (30) days after said reimbursement request is received and approved by the County.
- f. Neither the City nor the County will request payment for any costs paid through other sources, including grants or reimbursements.



## **Exhibit C SUBRECIPIENT AWARD**

Funding provided by U.S. Department of the Treasury grant CFDA Number 21.027 Coronavirus State and Local Fiscal Recovery Funds as authorized by Sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021, Public Law No. 117-2 (March 11, 2021).

SLFRF Eligible Use, Negative Economic Impacts: Emergency Housing Assistance (2.18 Other Housing Assistance)

SLFRF Beneficiary: Impacted Households, Households that faced increased housing insecurity

SUBRECIPIENT will comply with all applicable terms and conditions for Coronavirus State and Local Fiscal Recovery Funds as issued by the U.S. Department of the Treasury.

SUBRECIPIENT will cooperate with the County concerning any requests for information related to this Project that may be needed for the County to fulfill its reporting obligations to U.S. Treasury.

**General information about this program can be found at:**

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

**Specific compliance requirements can be found in:**

Compliance and Reporting Guidance

<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

Interim Final Rule (31 CFR 35), specifically housing investment in QCTs

<https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>

FAQs (and all subsequent updates)

<https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf>

**These funds are subject to:**

**Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”)**

**Single Audit Requirements.** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.<sup>8</sup> Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of

federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

**Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

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

- The lower tier Subrecipient certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- Where the lower tier Subrecipient is unable to certify to any of the statements in this contract, such Subrecipient will attach an explanation to this contract.
- The Subrecipient further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

**Clean Air Act**

- The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.
- The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ARPA SLFRF funding.

**Federal Water Pollution Control Act**

- The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.
- The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ARPA SLFRF funding.

**Anti-Lobbying (certifications required for all awards and subawards of \$100,000 or more)**

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Subrecipients who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.”

Subrecipients must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING  
Certification for Contracts, Grants, Loans, and Cooperative Agreements  
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant,

loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

SUBRECIPIENT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

---

Signature of Subrecipient's Authorized Official

Name and Title of Subrecipient's Authorized Official

---

Date

### **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.

- (1) 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.

- (2) Unless an exception in paragraph (c) of this clause applies, the Subrecipient and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
- (i) 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;
  - (ii) 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;
  - (iii) 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
  - (iv) 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.

- (1) This clause does not prohibit Subrecipients from providing—
- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
  - (ii) 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.
- (2) By necessary implication and regulation, the prohibitions also do not apply to covered telecommunications equipment or services that:
- (i) Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) 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 subcontractor 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.

- (2) The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:
- (i) 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.
  - (ii) 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.

### **Domestic Preference for Procurements**

As appropriate, and to the extent consistent with 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 mean 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.”

**EXHIBIT D**  
**Subaward Information**

	Item Description	Contract Information
1	Subrecipient Name (Exactly as listed on sam.gov):	City of Bellingham
2	Subrecipient UEI Number: <a href="http://www.SAM.gov">www.SAM.gov</a>	JKACPLND4C64
3	Federal Award Identification Number (FAIN):	SLFRP1195
4	Assistance Listing Number (ALN) (or CFDA if applicable):	21.027
5	Assistance Listing Name:	Coronavirus State and Local Fiscal Recovery Funds
6	Name of the Federal awarding agency:	United States Department of Treasury
7	Federal Award Date (from Federal contract)	March 3, 2021
8	Amount of Federal Funds Obligated by this action:	\$250,000
9	Subaward Period of Performance Start and End Date	10/01/2023 – 03/31/2024
10	Subaward Budget Period Start and End Date	10/01/2023 – 03/31/2024
11	Total Amount of Federal Funds Obligated to the subrecipient by Whatcom County for this subaward (current and past obligations):	Not to exceed \$250,000
12	Total Amount of the Federal Award <u>committed</u> to the subrecipient through Whatcom County:	\$250,000
13	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.
14	Name of the pass-through entity/entities:	Whatcom County
15	Contact information for awarding official- (Name of County project coordinator)	Christopher D'Onofrio, Housing & Homeless Services Supervisor
16	Contact information for awarding official- General Contact email or phone number:	<a href="mailto:CDonofri@co.whatcom.wa.us">CDonofri@co.whatcom.wa.us</a> 360-778-6049
17	Is the award Research and Development?	No
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 Cost Rate per the Federal Award	n/a
21	Indirect Rate: Subrecipient approved rate or de minimis	n/a
22	Access to subrecipient's accounting records and financial statements as needed.	confirmed
23	Closeout Requirements	See contract terms above

Contractor is receiving federal funding from the source/s listed above.

**EXHIBIT "E"**  
(GUIDING ASSUMPTIONS)

**WHATCOM COUNTY**  
Health and Community Services



Erika Lautenbach, MPH, Director  
Amy Harley, MD, MPH, Co-Health Officer  
Greg Thompson, MD, MPH, Co-Health Officer

**SEVERE WEATHER SHELTERS**

Guiding Assumptions:

1. The Whatcom County Health and Community Services Director will determine when severe cold weather conditions pose life-threatening circumstances and severe weather shelter(s) should open. The guidelines below will be used in the decision-making process.
2. The temperature threshold of 28°F forecasted as the overnight low will activate the opening of a severe weather shelter. Precipitation of 2" forecasted or on the ground if freezing temperature (32°F) threshold is reached is also an activation factor.
3. Temperature ranges collected at the Bellingham Airport from the National Oceanic and Atmospheric Administration (NOAA) will be the only source utilized for determining whether the weather threshold is met.
4. Wind Chill used as a factor for weather threshold is extremely variable due to gusts, nine micro-climates in the county, and challenges with forecasting sustained winds. Wind Chill will be considered and the negotiated contract(s) will define the parameters of when wind conditions may activate shelter opening.
5. Contracted organizations will have final say on whom they serve, within the guidelines of the contract. More vulnerable populations will be prioritized. Capacity constraints of contracted organizations may also limit the number of days a severe weather shelter can be offered.
6. Unique requests (i.e., pets, couples, meals) will be considered, but may not be accommodated due to insufficient contracted organization capacity.
7. Twenty-four hours advance notice, when possible, will be provided to the contracted organization(s) when requesting the opening of a severe weather shelter.
8. Severe Weather shelter(s) will be deactivated when thresholds for forecasted severe weather are no longer met
9. Nothing prohibits organizations from opening their own shelters during severe weather, but public resources will not be offered without a prearranged contract.

509 Girard Street  
Bellingham, WA 98225-4005



Main Line: (360) 778-6000  
[www.whatcomcounty.us/health](http://www.whatcomcounty.us/health)