

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202311029

Originating Department:	85 Health and Community Services
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing
Contract or Grant Administrator:	Chris 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"/>
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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 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 :
\$ 137,500	
This Amendment Amount:	
\$	
Total Amended Amount:	
\$	<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.

Summary of Scope: This agreement provides funding for operations associated with mobile hygiene services.

Term of Contract:	1 Year	Expiration Date:	08/31/2024
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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:	10/6/2023
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	11/7/2023
	8. Council approved (if necessary):	AB2023-673	Date:	10/25/2023
	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 – Interim Community Shower Program Interlocal Agreement
DATE: NOVEMBER 6, 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 the Opportunity Council to operate an interim shower program. This program will provide showers, toilets and sinks to the public who are in need of hygiene services, aiming to offer around 500 showers each month to approximately 350 people. This Agreement provides funding for the City to manage and fund a contract with the Opportunity Council to operate mobile hygiene services in the back parking lot of City Hall, Friday through Saturday from 8am to 5pm.

Over the last few years, the City's Arne Hanna Aquatic Center has provided 500-700 free showers per month however, the primary function of the Aquatic Center is recreational use and the facility does not have the capacity or adequate staffing to continue to provide free showers. The Opportunity Council will operate this interim shower program to bridge the gap in services until the Way Station opens in late summer, 2024.

▪ **Funding Amount and Source**

Whatcom County will reimburse the City of Bellingham for 50% of the staffing and operational expenses of the services described above. Funding will not exceed \$137,500 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 Chris D'Onofrio, Housing & Homeless Services Supervisor at 360-778-6049 (CDonofrio@co.whatcom.wa.us) or Kathleen Roy, Financial & Administrative Manager at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions.

Encl.

Whatcom County Contract Number
202311029

**INTERLOCAL AGREEMENT FOR
INTERIM COMMUNITY SHOWER PROGRAM
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 Arne Hanna Aquatic Center, operated by City Parks, provided between 500-700 free showers per month for the last several years; and

WHEREAS, the primary function of the Aquatic Center is recreational use and the facility did not have the capacity or adequate staffing to continue to provide free showers; and

WHEREAS, the free shower program at the Aquatic Center ended during a planned three-week maintenance closure beginning July 29, 2023; and

WHEREAS, the City and County are committed to addressing public health and safety concerns and to provide humane and compassionate hygiene services to vulnerable community members; and

WHEREAS, on July 17, 2023, the City released a Request for Proposals (RFP #68B-2023) to seek a temporary operator for a new shower trailer program. The purpose of this program is to bridge the gap in services until the Way Station, a forthcoming medical respite center that will offer hygiene services, including showers, is scheduled to open downtown in 2024; and

WHEREAS, the Opportunity Council, a local nonprofit organization that operates the Homeless Outreach Team and other services for unsheltered community members, successfully responded to the RFP; and

WHEREAS, the City has acquired a mobile shower trailer for this program, costing \$100,000, and has set up the necessary infrastructure at City Hall to enable its utilization; and

WHEREAS, each Party has included a line item in their respective annual budgets to support the operation of mobile hygiene services and the County has agreed to financially support the interim mobile shower program by sharing 50% of the \$275,000 12-month staffing and operational costs.

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 the Opportunity Council to operate an interim mobile shower program from September 2023 until the opening of the Way Station facility, anticipated to occur before August 2024.
- 2. LOCATION:** The interim mobile shower program will operate at Bellingham City Hall, 210 Lottie Street, as further detailed in **Exhibit A - Statement of Work**, attached hereto and incorporated herein by this reference.

3. **TERM OF AGREEMENT.** Notwithstanding the date of execution hereof, this Agreement shall be in effect from 9/01/2023 to 8/31/2024.
4. **LIAISON.** The City's responsible person for this Agreement is Samya Lutz, Housing & Services Manager (sklutz@cob.org). The County's responsible person is Chris D'Onofrio, Housing & Homeless Services Supervisor (CDonofri@co.whatcom.wa.us).
5. **STATEMENT OF WORK.** See attached Exhibit A, incorporated herein by this reference.
6. **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.
7. **FUNDS PROVIDED AND METHOD OF PAYMENT.**
 - A. The County's funding for this agreement is American Rescue Plan Act State and Local Fiscal Recovery Funds (ALN 21.027) and the City is a Subrecipient.
 - B. The County will reimburse the City for 50% of the staffing and operational expenses for carrying out these services, not to exceed **\$137,500**. Exhibit B – Financial Commitments further describes payment and invoicing requirements and are attached hereto and incorporated herein.
8. **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.
9. **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.
10. **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.
11. **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.

12. 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.

13. 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.

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

15. 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.

16. 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 11/6/2023
2B365BB0422344A...

Ann Beck, Community Health & Human Services Manager Date

DocuSigned by:
Erika Lautenbach 11/6/2023
955C651A30374BD...

Erika Lautenbach, Director Date


Approved as to form:

DocuSigned by:
Royce Buckingham 11/7/2023
1EE5DDBD9542404...

Royce Buckingham, Senior Civil Deputy Prosecutor Date

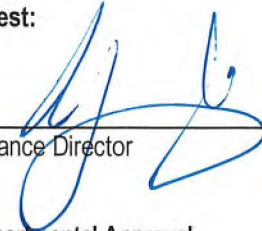
CITY OF BELLINGHAM:

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



Seth Fleetwood, Mayor

Attest:

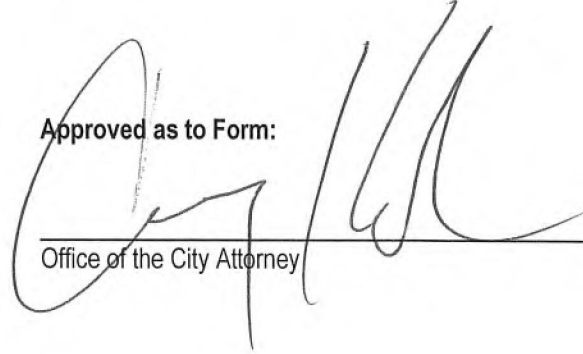


Finance Director

Departmental Approval



Approved as to Form:



Office of the City Attorney

Exhibit A - Scope of Work
Opportunity Council
Whatcom Homeless Service Center - Homeless Outreach Team
Community Interim Shower Program

The City of Bellingham and Whatcom County are jointly funding the Opportunity Council to operate an interim shower program. This program will provide showers, toilets, and sinks to the public in need of hygiene services, aiming to offer around 500 showers each month to approximately 350 people.

The City will manage the contract with the Opportunity Council to operate mobile hygiene services. The program will operate from a mobile shower trailer owned by the City of Bellingham, equipped with three stalls, including one ADA-accessible unit. It will be located in the back parking lot of City Hall on Fridays, Saturdays, and Sundays from 8 am to 5 pm. Hygiene supplies and clean towels will be provided to patrons. Program staff will manage supplies, monitor shower times, clean stalls, and ensure a code of conduct is followed.

The City will handle trailer maintenance during business hours, with after-hours repairs managed by Opportunity Council. Staff members will also direct guests to other community resources, as needed.

Program activities and beneficiary demographics will be recorded and reported to the City through a monthly report. The primary functions billable under the contract include staff salaries and benefits, as well as maintaining necessary supplies.

Publications related to this project must acknowledge support from the City of Bellingham and Whatcom County, including both organizations' names and logos.

The City will perform all activities within the requirements of ARPA State and Local Fiscal Recovery Fund (Exhibit C).

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 for 12 months is \$275,000. The County will reimburse the City for 50% of staffing and operational costs, not to exceed \$137,500.

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

II. **Method of Payment**

- a. The City shall submit a monthly invoice to the County, which will include a breakdown of program costs including expenses related to staffing and all consumables that were purchased. A 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 15th of the month, following the period being invoiced, except for January where the same will be due by the 10th of the month.
- d. Invoices shall be sent to Whatcom County Health and Community Services, Business Office at:
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 cover 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.⁸ 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: www.SAM.gov	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:	\$137,500
9	Subaward Period of Performance Start and End Date	09/01/2023 – 08/31/2024
10	Subaward Budget Period Start and End Date	09/01/2023 – 08/31/2024
11	Total Amount of Federal Funds Obligated to the subrecipient by Whatcom County for this subaward (current and past obligations):	Not to exceed \$137,500
12	Total Amount of the Federal Award <u>committed</u> to the subrecipient through Whatcom County:	\$137,500
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:	CDonofri@co.whatcom.wa.us 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.