

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
202310012

|  |  |
|--|--|
| Originating Department:  | Executive  |
| Division/Program: <i>(i.e. Dept. Division and Program)</i>   | ARPA   |
| Contract or Grant Administrator:   | Kayla Schott-Bresler   |
| Contractor's / Agency Name:  | Boys and Girls Clubs of Whatcom County   |
| Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input type="radio"/> No <input checked="" type="radio"/><br>Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____   |  |
| Does contract require Council Approval?    Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____<br>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?<br>Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____  |  |
| Is this contract grant funded?<br>Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): <u>ARPA Grant</u>   |  |
| Is this contract the result of a RFP or Bid process?    Contract _____<br>Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: <u>1382406</u>   |  |
| Is this agreement excluded from E-Verify?    No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form.  |  |
| If YES, indicate exclusion(s) below:<br><input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency<br><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).<br><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.<br><input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. |  |
| Contract Amount:(sum of original contract amount and any prior amendments):<br>\$ <u>757,036</u><br>This Amendment Amount:<br>\$ _____<br>Total Amended Amount:<br>\$ _____  | 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><br>1. Exercising an option contained in a contract previously approved by the council.<br>2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.<br>3. Bid or award is for supplies.<br>4. Equipment is included in Exhibit "B" of the Budget Ordinance.<br>5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. |
| Summary of Scope:<br>Grant to mitigate impacts of COVID-19 on nonprofit childcare provider. This is a one time payment, to be used on organizational operational costs.  |  |
| Term of Contract: 10/10/23   | Expiration Date: 12/31/26  |

- |                   |   |                      |
|-------------------|---|----------------------|
| Contract Routing: | 1. Prepared by: <u>Kayla Schott-Bresler</u>   | Date: <u>10/2/23</u> |
|                   | 2. Attorney signoff: <u>Christopher Quinn</u> | Date: <u>10/2/23</u> |
|                   | 3. AS Finance reviewed: <u>Amy Martin</u>     | Date: <u>10/2/23</u> |
|                   | 4. IT reviewed (if IT related): _____         | Date: _____          |
|                   | 5. Contractor signed: _____                   | Date: _____          |
|                   | 6. Executive contract review: _____           | Date: _____          |
|                   | 7. Council approved, if necessary: _____      | Date: _____          |
|                   | 8. Executive signed: _____                    | Date: _____          |
|                   | 9. Original to Council: _____                 | Date: _____          |

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



**Satpal Singh Sidhu**  
County Executive

## MEMORANDUM

**TO:** Satpal Sidhu, County Executive

**THROUGH:** Tyler Schroeder, Deputy Executive

**FROM:** Kayla Schott-Bresler, Strategic Initiatives Manager

**RE:** Boys and Girls Clubs of Whatcom County – Childcare Stabilization

**DATE:** October 2, 2023

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Attached is a funding agreement between Whatcom County and Boys and Girls Clubs of Whatcom County for your review and signature.

- **Background and Purpose**

The American Rescue Plan Act (ARPA) allows funds to be used as grants for nonprofits negatively impacted by the COVID-19 pandemic. Whatcom County has determined that nonprofit childcare providers are an impacted class of nonprofits under Treasury's final rule.

The Boys and Girls Clubs of Whatcom County acquired Kids World, Inc, a large childcare provider, on March 1, 2020. This made Boys and Girls Clubs of Whatcom County the largest childcare provider in this community, with 532 childcare slots countywide for children infancy to age 12. The Boys and Girls Clubs experienced significant economic impacts from the pandemic, jeopardizing the operation and stability of its childcare services. Boys and Girls Clubs has requested funding to mitigate this impact.

All licensed nonprofit and for-profit childcare providers in Whatcom County are eligible to apply for ARPA assistance through the Opportunity Council. Due to the size of Boys and Girls Clubs, the County Executive's Office recommended they apply directly with the County for pandemic relief. The County Executive's Office is recommending a \$757,036 grant to the agency, which is proportional in size (on a licensed slot basis) to grants other childcare providers are receiving through the Opportunity Council.

- **Funding Amount and Source**

Funding for this Agreement may not exceed \$757,036 and is provided by the American Rescue Plan Act (ARPA). These funds are included in the 2023 Budget (Fund 138, Childcare Stabilization).

Whatcom County Contract#  
202310012

**WHATCOM COUNTY  
BENEFICIARY AGREEMENT**

*American Rescue Plan Act of 2021  
Coronavirus State and Local Fiscal Recovery Funds*

This Agreement is entered into by and between WHATCOM COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", and the BOYS AND GIRLS CLUBS OF WHATCOM COUNTY a Washington non-profit corporation, hereinafter referred to as "BENEFICIARY".

|   |   |
|---|---|
| <b>BENEFICIARY:</b>                       | <b>Boys and Girls Clubs of Whatcom COUNTY</b>                                     |
| <b>Organization Type:</b>                 | <b>Nonprofit</b>  |
| <b>UBI:</b>                               | <b>91043298101</b>  |
| <b>UEI Number:</b>                        | <b>KD5YNDBMDPL5</b>   |
| <b>Mailing Address:</b>                   | <b>1715 Kentucky Street, Bellingham, WA 98229</b>                                 |
| <b>SLFRF (CFDA #):</b>                    | <b>21.027</b>   |
| <b>Award Type<br/>(Grant or Loan):</b>    | <b>Grant<br/>\$757,036</b>  |
| <b>FAIN:</b>                              | <b>SLFRP1195</b>  |
| <b>Federal Prime Award:</b>               | <b>\$44,528,542</b>   |
| <b>Federal Prime Award Date:</b>          | <b>5/13/2021</b>  |
| <b>Final Funding<br/>Spend Down Date:</b> | <b>\$757,036 provided to Boys and Girls Clubs of Whatcom COUNTY<br/>6/30/2024</b> |

**Recitals**

WHEREAS, Whatcom COUNTY received \$44,528,542 in federal American Rescue Plan Act (ARPA) funding under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program; and

WHEREAS, this funding is intended to support state and local governments and the communities they serve with the resources needed to: fight the COVID-19 pandemic and support families and businesses struggling with its public health and economic impacts, maintain vital public services, and build a strong resilient and equitable recovery by making investments that support long-term growth and opportunity; and

WHEREAS, the Whatcom COUNTY Council designated \$13,000,000 of the COUNTY's funding to be used for childcare stabilization and expansion, with an emphasis on helping providers and the community recover from the negative economic impacts of the COVID-19 pandemic, in accordance with the allowances in the U.S. Department of the Treasury SLFRF final rule; and

WHEREAS, nonprofits may be impacted by the pandemic and receive ARPA/SLFRF assistance as a BENEFCIARY, per U.S. Treasury 31 CFR Part 35; and

WHEREAS, the SLFRF final rule provides that nonprofits have faced significant challenges due to the pandemic's increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees and, further, that nonprofits are eligible for assistance under the SLFRF program if they have experienced negative economic impacts from the COVID-19 pandemic; and

WHEREAS, the SLFRF final rule allows recipients to designate classes of nonprofits as impacted by the COVID-19 pandemic and thus provide assistance to nonprofits within that class; and

WHEREAS, Whatcom COUNTY has determined that nonprofit childcare providers are an impacted class of nonprofits under the SLFRF final rule; and

WHEREAS, the Boys and Girls Clubs of Whatcom COUNTY is a nonprofit corporation registered in the State of Washington; and

WHEREAS, the Boys and Girls Clubs of Whatcom COUNTY acquired Kids World Inc., a large childcare provider, on March 1, 2020; and

WHEREAS, on March 1, 2020, the Boys and Girls Clubs of Whatcom COUNTY became the largest childcare provider in Whatcom COUNTY, with 532 childcare slots county-wide for children from infancy to age 12; and

WHEREAS, the Boys and Girls Club of Whatcom COUNTY meets the U.S. Treasury definition of a BENEFCIARY, a private non-profit organization, and submitted an application on September 11, 2023 to the COUNTY for \$1,000,000 in ARPA/SLFRF relief funds; and

WHEREAS, Whatcom COUNTY evaluated this application and determined an award of \$757,036 to the Boys and Girls Clubs of Whatcom COUNTY would be proportional to the scale of their childcare operation in multiple locations throughout Whatcom County; and

WHEREAS, the Whatcom COUNTY Council seeks to stabilize the Boys and Girls Club of Whatcom COUNTY in order to assure the continued provision of community services including 532 slots of much needed childcare; and

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. **Effective Date and Term.** This Agreement shall commence when last executed by all parties and remain in effect until December 31, 2026, unless terminated by the COUNTY in writing.
2. **Payment.** The COUNTY agrees to provide to the BENEFCIARY a total dollar sum not to exceed \$757,036 as a One-Time Payment for eligible costs incurred during the period of March 3, 2021, through 12/31/2026 for the purpose of mitigating the adverse effects to its organization resulting from the COVID-19 pandemic under the category of: Negative Economic Impact, EC 2.34 Aid to Nonprofit Organizations and to ensure the ongoing delivery of childcare services in Whatcom County by BENEFCIARY. The BENEFCIARY shall use the funds for those eligible operational costs, as more fully described in Attachment A.

For entities/beneficiaries receiving ARPA funds as an advance payment, a progress and final report will be required when the funding has been expended. At the discretion of the COUNTY, all entities/beneficiaries in this category may be required to provide a narrative budget either at the time this agreement is signed or along with the progress and final report.

Non-allowable uses of ARPA Funds include, without limitation, the following: a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase; b) damages covered by insurance; c) usage of funds as a deposit into any pension fund; d) expenses that have been or will be reimbursed under any federal program; e) debt service costs; f) contributions to a "rainy day" fund; g) legal settlements and h) any and all other ineligible uses listed in the Final Rule.

4. **Termination.** The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the BENEFICIARY.

5. Each party under the Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The BENEFICIARY shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

6. **Indemnification.** The BENEFICIARY agrees to defend, indemnify and hold the COUNTY, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the BENEFICIARY, its officers, directors, employees, and/or agents relating to the BENEFICIARY's performance or failure to perform under this Agreement. The section shall survive the expiration or termination of this Agreement.

7. **Compliance with Laws, Guidelines.** The BENEFICIARY shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) of Attachments A & B, and Compliance & Reporting Guidelines to the extent applicable, when disbursing ARPA Funds to BENEFICIARY or when seeking Reimbursement from the COUNTY.

8. **Recapture/Remedies for Noncompliance.** In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, the COUNTY reserves the right to recapture funds for noncompliance as follows:

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

In addition to its specific right to recapture grant funds, the COUNTY also reserves the right to pursue other remedies available at law or in equity in the event Grantee fails to comply with the terms of this Agreement.

10. **Maintenance and Audit of Records.** The BENEFICIARY shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the COUNTY or its designee, the Washington State Auditor's Office and as required by Attachments A & B, and Compliance & Reporting Guidelines for five (5) years after all funds have been expended or returned. If it is determined during the course of the audit that the BENEFICIARY was reimbursed for unallowable costs under this Agreement, the BENEFICIARY agrees to promptly reimburse the COUNTY for such payments upon request.

11. **Notices.** Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

To the WHATCOM COUNTY:

Kayla Schott-Bresler  
Whatcom COUNTY Executive's Office  
311 Grand Avenue, Suite 108  
Bellingham, WA 98225

To the BENEFICIARY:

Heather Powell  
Boys and Girls Clubs of Whatcom COUNTY  
1715 Kentucky Street, Bellingham, WA 98229

12. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

13. **Conflict of Interest.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

15. **Survival.** The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

16. **Amendment.** No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.

17. **Governing Law: Venue.** The Agreement will be governed in all respects by the laws of Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in WHATCOM COUNTY, Washington or as provided by RCW 36.01.050.

18. **Non-Waiver.** No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

20. **Assignment.** The BENEFICIARY shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the COUNTY and the BENEFICIARY for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

22. **No Third-Party Beneficiaries.** Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either Party has to Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

23. **Severability.** In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

24. **Counterparts.** This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.

25. **Authorization.** Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

BENEFICIARY:

Boys and Girls Clubs of Whatcom COUNTY  
1715 Kentucky Street  
Bellingham, WA 98229

DocuSigned by:  
*Heather Powell* 10/16/2023  
By: \_\_\_\_\_  
Heather Powell, CEO Date

Approved:  
Accepted for WHATCOM COUNTY:

DocuSigned by:  
*Satpal Singh Sidhu* 10/16/2023  
By: \_\_\_\_\_  
Satpal Singh Sidhu, Whatcom COUNTY Executive Date

Approved as to form:

\_\_\_\_\_  
Christopher Quinn per email 10.2.23  
Christopher Quinn, Prosecuting Attorney Date

**ATTACHMENT A**

(The BENEFICIARY’s Grant Application / Scope of Work)

The Whatcom County Council is directing the County Executive to provide the Beneficiary a total amount not to exceed \$757,036 of ARPA Funds for purposes of supporting the Beneficiary’s on-going provision of childcare services in Whatcom County.

Grant funds must be used for the following eligible expenses:

Personnel expenses (salaries and benefits) related to the operation of the Kids’ World early learning centers.

Documentation required for final report:

General ledger detail of salaries and benefits.

**Program Funding and Award Amount**

The County shall make \$757,036 of ARPA funds available under Attachment D that will be paid to the Beneficiary on a one-time payment basis.

All funds are to be disbursed no later than 12/31/2026.

**2. Payment and Reporting**

The ARPA funding will be provided via warrant to the Beneficiary.

For reimbursement agreements, payment will be released upon its submission to the County of expenditure details, together with copies of invoices, receipts and other supporting documentation for each expense for which reimbursement is requested, along with a signed certification by the Beneficiary that such expenses represent eligible expenses incurred by the Beneficiary based on the eligibility criteria outlined above and that such expenses have not been nor will be reimbursed under any other government or private entity program. The Beneficiary may only submit one request for reimbursement per month and at minimum on a quarterly basis. This will ensure the eligibility of the expenditures consistent with the application requirements prior to payment.

For one-time payment agreements, the Beneficiary reporting obligations listed above will not be required if one or both statements below are checked:

                     A narrative budget and plan has been previously submitted by the applicant and approved by the County. A progress and final report from the Beneficiary on grant usage is required.

**X**    

This Beneficiary is designated as being within an eligible class for grant allocation. A progress and final report from the beneficiary on grant usage is required and the County may require a narrative budget to accompany the progress and final report.

**ATTACHMENT      B****TERMS AND CONDITIONS FOR GRANTEE**  
**RECEIPT OF FEDERAL ARPA SFRF FUNDS**

**I. Use of Funds:** Boys and Girls Clubs of Whatcom COUNTY (“Grantee”) understands and agrees that the funds disbursed under this grant may only be used in compliance with section 602(c) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury (“Treasury”)’s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

**Reporting:** Grantee agrees to provide the County with any information necessary for the County to complete reporting obligations established by Treasury or the State of Washington (“State”), as it relates to this grant.

**Maintenance of and Access to Records:** Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. Grantee shall also maintain records and financial documents: 1. sufficient for the State, with respect to Grantee’s participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Grantee’s participation in this grant agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. For subrecipients, Grantee shall further maintain all records and financial documents necessary for: 1. Grantee to comply with obligations as a subrecipient under 2 C.F.R. Part 200; and 2. the State to comply with obligations as a pass-through entity under 2 C.F.R. Part 200. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Grantee in order to conduct audits or other investigations or reviews.<sup>1</sup> Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the State, whichever is later. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Grantee’s obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: documents that are necessary for the State to comply with the Treasury’s Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.<sup>3</sup>

**Pre-award Costs:** Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this grant.

**Conflicts of Interest:** For subrecipients only, Grantee understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this grant. Grantee must disclose in writing to Treasury or the State, as

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<sup>1</sup> For subrecipients, the State’s right of access in this paragraph includes, but is not limited to, the right set forth at 2 C.F.R. § 200.332(a)(5) that “the pass-through entity and auditors [shall] have

appropriate, any potential conflict of interest affecting the granted funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Law and Regulations: Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Grantee also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this grant include, without limitation, the following:

i. For subrecipients only, 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 grant and subject to such exceptions as may be otherwise provided by Treasury. Excepting for-profit subrecipients, Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this grant;

ii. For subrecipients only, Universal Identifier and System for Award Management (“SAM”), 2 C.F.R. Part 25, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;

iii. For subrecipients only, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference; access to the subrecipient’s records and financial statements as necessary for the pass-through entity to meet the requirements of this part.” For subrecipients, in the case of an additional record-keeping requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury’s implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part’s Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;

vi. For subrecipients only, Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;

vii. For subrecipients only, New Restrictions on Lobbying, 31 C.F.R. Part 21;

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and

ix. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this grant 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 prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. the Fair Housing Act, Title VIII 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, religion, 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 disability under any program or activity receiving federal financial 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. For subrecipients and local governments only, Title II of the Americans 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.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Grantee's receipt of this grant, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of this grant in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Grantee's acts or omissions respecting this grant. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Grantee's receipt of this grant or to recoup this grant in whole or in part, under this agreement or other applicable law.

Hatch Act: Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this grant must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Grantee shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the federal government shall also constitute Grantee's debt to the State. Debts owed by Grantee to the State must be paid promptly by Grantee. A debt owed the State by Grantee under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Grantee knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Grantee.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this grant.

Protections for Whistleblowers: For grants to subrecipients exceeding \$250,000: In accordance with 41 U.S.C. § 4712, Grantee 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 statement 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;
- vii. a management official or other employee of the State or Grantee who has the responsibility to investigate, discover, or address misconduct.

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

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Grantee to adopt and enforce policies that ban text messaging while driving.<sup>2</sup>

**II.** By entering into this agreement, Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Grantee acknowledges that federal Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (“LEP”). Grantee understands that 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 Treasury’s implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee’s programs, services, and activities.

Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee’s successors, transferees, and assignees for the period in which such assistance is provided.

*Grantee 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 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to*

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<sup>2</sup> Section I is based on requirements set forth in Treasury’s Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

*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 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.*

Grantee shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.

Grantee shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Grantee shall provide to the State documentation of an administrative agency’s or court’s findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide to the State documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section’s obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.<sup>3</sup>

Date:

Signature of Grantee’s Authorized Representative

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Printed Name of Authorized Representative

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<sup>3</sup> Section II is based on requirements set forth in Treasury’s Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021.



## ATTACHMENT C

### Whatcom COUNTY ARPA Eligibility Memo to File

FROM: KAYLA SCHOTT-BRESLER, STRATEGIC INITIATIVES MANAGER  
DATE: October 2, 2023  
RE: AMERICAN RESCUE PLAN ACT - DETERMINATION OF ELIGIBLE USE FOR ASSISTANCE TO NONPROFITS- CHILDCARE

#### Background

Whatcom COUNTY is providing \$757,036 of Coronavirus State and Local Fiscal Recovery Funds (ALN 21.027) to the Boys and Girls Clubs of Whatcom COUNTY (a nonprofit) to mitigate their negative economic impacts from the COVID-19 Pandemic.

#### 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 Act allows funds to be used for assistance to nonprofits. Whatcom COUNTY will provide a grant to Boys & Girls Clubs of Whatcom COUNTY to mitigate negative economic impacts from the pandemic.

#### Federal Regulations

##### Federal Register Vol 87, No 18, January 27, 2022 Rules & Regulations, 31 CFR Part 35

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

According to the Final Rule, "The interim final rule provided for, and the final rule maintains, the ability for recipients to provide direct assistance to nonprofits that experienced public health or negative economic impacts of the pandemic. Specifically, recipients may provide direct assistance to nonprofits if the nonprofit has experienced a public health or negative economic impact as a result of the pandemic. For example, if a nonprofit organization experienced impacts like decreased revenues or increased costs (e.g., through reduced contributions or uncompensated increases in service need), and a recipient provides funds to address that impact, then it is providing direct assistance to the nonprofit as a BENEFICIARY under Subsection (c)(1) of Sections 602 and 603. Direct assistance may take the form of loans, grants, in kind assistance, technical assistance, or other services that respond to the negative economic impacts of the COVID-19 public health emergency." (Final Rule p. 4380)

As an alternative to determining the negative economic impact experienced by individual nonprofit organizations, a recipient may identify a class of nonprofits that have been disproportionately impacted by the pandemic and design a program that responds to the source of that disproportionate impact (Final Rule p. 4344).

The Final Rule provides a two-part test for determining whether assistance to a nonprofit or class of nonprofits is eligible:

- a. First, there must be a negative economic impact, or an economic harm, experienced by an individual or **a class**. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm

exists and then whether this harm was caused or made worse by the COVID–19 public health emergency. This approach is consistent with the text of the statute, which provides that funds in this category must be used to “respond to the public health emergency with respect to . . . its negative economic impacts.” (Final Rule p. 4343)

- b. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact. This approach is consistent with the text of the statute, which provides that funds may be used to “respond to” the “negative economic impacts” of the public health emergency “including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.” The list of potential responses (“assistance” or “aid”) suggests that responses should address the “negative economic impacts” of particular types of beneficiaries (e.g., households or small businesses). Responses must be reasonably designed to benefit the individual or class that experienced the negative economic impact or harm. Uses of funds should be assessed based on their responsiveness to their intended BENEFICIARY and the ability of the response to address the impact or harm experienced by that BENEFICIARY. Responses must also be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses. Reasonably proportional refers to the scale of the response compared to the scale of the harm. It also refers to the targeting of the response to beneficiaries compared to the amount of harm they experienced; for example, it may not be reasonably proportional for a cash assistance program to provide assistance in a very small amount to a group that experienced severe harm and in a much larger amount to a group that experienced relatively little harm. In evaluating whether a use is reasonably proportional, recipients should consider relevant factors about the harm identified and the response. For example, recipients may consider the size of the population impacted and the severity, type, and duration of the impact. Recipients may also consider the efficacy, cost, cost-effectiveness, and time to delivery of the response. (Final Rule p. 4343)

## **Section 2: Impacted Class: Nonprofit Childcare Providers**

First, did nonprofit childcare providers experience an economic harm associated with the pandemic?

Whatcom COUNTY has determined the childcare industry is an impacted industry, in accordance with Treasury guidelines, as outlined below.

*Designated Childcare as an impacted industry*

SLFRF recipients may designate an impacted industry if the industry experienced at least an 8 percent employment loss from pre-pandemic levels.

Childcare business employment in Washington State decreased by 19% between 2019 and 2021, and in the Bellingham Metropolitan Statistical Area, employment dropped from 230 to 156 employed staff.

According to data from the U.S. Bureau of Labor Statistics, approximately 5,560 Childcare Workers (39-9011) were employed in Washington in May 2021, a decrease of 19% from May 2019, when 6,840 childcare workers were estimated (<https://www.bls.gov/oes/2019/may/oes399011.htm>). Data from the Washington State Employment

Security Department indicates that 230 Childcare Workers were employed in the Bellingham, WA metropolitan Statistical Area in 2019 and only 156 were employed in 2021 (<https://esd.wa.gov/labormarketinfo/report-library>).

The SLFRF guidance asks the recipient government to calculate this on a three-month average from December 2019-February 2020 and compare the data to the three month average of September 2021-Novemeber 2021. Unfortunately, neither the federal government or state government provides that data set.

The SLFRF guidance also allows recipients to qualify an impacted industry if the industry experienced comparable or worse economic outcomes as the national tourism, travel, and hospitality industries, based on the totality of economic indicators or qualitative data. In addition to an employment decrease of 19%, Washington State childcare sector faced severe pandemic impacts. According to a Child Care Industry Assessment Report from the Washington State Department of Commerce (<https://www.commerce.wa.gov/news/community-programs-facilities/study-reveals-depth-of-child-care-crisis-of-affordability-access-in-washington-state/#:~:text=In%20late%20June%20of%20this,force%20tri%2Dchair%20Luc%20Jasmin>), 20% of childcare providers temporarily closed during the pandemic, 44% of childcare early educators have been laid off or furloughed, and 64% of childcare businesses surveyed reported a 50% or greater decrease in income due to the pandemic. This report summarizes qualitative and quantitative data from the Washington State Department of Children Youth and Families, Child Care Aware, and other sources. In totality, the report provides strong justification that the Washington State childcare industry was severely impacted by the COVID-19 pandemic.

Whatcom COUNTY has provided the above information to designate childcare as an impacted industry.

Whatcom COUNTY continues to assess and evaluate its designation of childcare as an impacted industry over time. Unfortunately, in reviewing BLS statistics for May 2022 (most recent available as of 9/19/2023) (<https://www.bls.gov/oes/current/oes399011.htm>), employment in the sector has not returned to a pre-pandemic state, thus justifying continued aid to the industry. In the May 2022, there were 3,710 childcare workers in Washington State, a significant decrease from one year prior.

**Nonprofit childcare providers have experienced impacts alongside for-profit childcare providers, and as such, Whatcom COUNTY is designated nonprofit childcare providers as an impacted class of nonprofits.**

Second, is the response designed to address the harm and is it reasonably proportional to the harm?

Aid may be provided to support nonprofit childcare businesses operating prior to the pandemic and affected by closures and other efforts to contain the pandemic. Aid should be broadly available to all nonprofit childcare providers in Whatcom COUNTY. By providing direct aid to nonprofit childcare providers, Whatcom COUNTY is directly addressing the harm incurred as a result of the COVID-19 pandemic.

The Final Rule states that “recipients may avoid conflicts of interest in providing assistance to nonprofits...by making aid available to nonprofits on generally applicable terms or utilizing a competitive grant process, respectively.” (p. 4380, Final Rule) Whatcom COUNTY has developed a grant program through the Opportunity Council (Contract #202210022) to make aid available to all childcare providers in Whatcom COUNTY who suffered economic impacts due to COVID-19, including nonprofit childcare providers.

Whatcom COUNTY has made 31 grants to childcare nonprofits and childcare business businesses in Whatcom COUNTY to address their harm, through the Opportunity Council. This program has been broadly advertised to all childcare providers in Whatcom COUNTY. Whatcom COUNTY assessed those grants to ensure proportionality across the board. That assessment demonstrates that on average, the COUNTY granted \$1,423 in COVID-impact grants per licensed slot.

Due to the number of childcare slots offered by the Boys and Girls Clubs of Whatcom COUNTY and its unique and severe COVID-19 impacts as a result of the acquisition of Kids World just prior to the COVID-19 pandemic, Whatcom COUNTY has determined it appropriate to create a direct BENEFICIARY relationship with the Boys and Girls Clubs, rather than subcontracting this agreement through the Opportunity Council. The Boys and Girls Clubs of Whatcom COUNTY has submitted the same application used by the Opportunity Council to Whatcom COUNTY government, which is on file in the COUNTY Executive's Office.

**ATTACHMENT D**

Whatcom County Contract #202105020



OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

|   |  |
|---|--|
| Recipient name and address:<br>Whatcom County<br>311 Grand Avenue, Suite 108<br>Bellingham, Washington, 98225 | DUNS Number: 060044641<br>Taxpayer Identification Number: 916001383<br>Assistance Listing Number: 21.019 |
|---|--|

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.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:  
Recipient: Satpal Sidhu  
B3CB2AFB9EFF4E4...

Authorized Representative: Satpal Sidhu

Title: County Executive

Date signed: 5/13/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. 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.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. 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.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (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.
  - v. 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.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. 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 prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII 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, religion, 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 disability under any program or activity receiving federal financial 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. Title II of the Americans 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.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient 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.
- b. 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 Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

## ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that 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, Recipient 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. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, 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.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

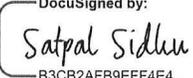
Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Whatcom County

5/13/2021

Recipient

Date

DocuSigned by:  
  
B3CB2AFB9EFF4E4...

Signature of Authorized Official

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