JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

CONSENT AGENDA REQUEST

TO: **Board of County Commissioners**

FROM: **Amanda Christofferson, Grants Administrator**

DATE: **October 28, 2024**

SUBJECT: **This agenda request presents a Subrecipient Agreement with Olympic Peninsula Young Men's Cristian Association (Olympic YMCA) for the use of $1,990,000.00 in Community Development Block Grant (CDBG) funding to support the construction of an Early Learning and Family Support Center.**

STATEMENT OF ISSUE:
There is a need for funding to support the construction of an Early Learning and Family Support Center to serve Jefferson County citizens.

ANALYSIS:
The County has applied for and received a CDBG award, contract number 23-62210-004 (CFDA 14.228), of $2,000,000.00 to fund the construction of an Early Learning and Family Support Center and operation of the Center for a period of ten years meeting the national objective of principally benefiting low-and moderate-income persons. It benefits the County to engage the Subrecipient to accomplish the Scope of Work and the objectives of the CDBG Project.

FISCAL IMPACT:
This is a $2,000,000.00 grant to the County and will defray expenses associated with construction of the Early Learning and Family Support Center facility.

RECOMMENDATION:
Staff requests the Board approve a motion to sign the Subrecipient Agreement with Olympic Peninsula Young Men's Cristian Association for the statement of work.

REVIEWED BY:

Mark McCauley
Mark McCauley, County Administrator

10/18/24
Date

Clear Form

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Olympic Peninsula Young Men's Cristian Association Contract No:

Contract For: Early Learning and Family Support Center Term: Date Fully Executed - Expended

COUNTY DEPARTMENT:	Auditors Office
Contact Person:	Amanda Christofferson
Contact Phone:	360-385-9232
Contact email:	amchristofferson@co.jefferson.wa.us

AMOUNT: $1,990,000.00

Revenue:	$1,990,000.00(Grant funding)
Expenditure:	
Matching Funds Required:	None
Sources(s) of Matching Funds	N/A
Fund #	123-000-010
Munis Org/Obj	TBD

PROCESS:

- [x] **Exempt from Bid Process**
- [ ] **Cooperative Purchase**
- [ ] **Competitive Sealed Bid**
- [ ] **Small Works Roster**
- [ ] **Vendor List Bid**
- [ ] **RFP or RFQ**
- [ ] **Other:**

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ■ **N/A:** ☐

Amanda Chirstofferson Digitally signed by Amanda Chirstofferson Date: 2024.10.15 11:39:42 -07'00'

Signature Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ■ **N/A:** ☐

Amanda Chirstofferson Digitally signed by Amanda Chirstofferson Date: 2024.10.15 11:40:03 -07'00'

Signature Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 10/17/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 10/17/2024.
YMCA requested changes to county template pre-approved by PAO.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

SUBRECIPIENT AGREEMENT
BETWEEN
JEFFERSON COUNTY
AND
THE OLYMPIC PENINSULA YMCA

This Subrecipient Agreement (this Agreement) is made and entered into between Jefferson County (County) and the Olympic Peninsula Young Men's Cristian Association, (Subrecipient) pursuant to the Federal Interagency Agreement with the County through the Washington State Community Development Block Grant (CDBG) Program General Purpose Grants, Contract Number 23-62210-004 between the County and the State of Washington Department of Commerce (Commerce).

WHEREAS, Commerce is authorized by the federal Department of Housing and Urban Development (HUD) to provide funds to units of local government selected to undertake and carry out projects under the CDBG Program in compliance with all applicable local, state, and federal laws, regulations and policies; and,

WHEREAS, the County has applied for and received a CDBG award, contract number 23-62210-004 (CFDA 14.228), to fund the CDBG Project with Federal Award Identification Number B-23-DC-53-001; and,

WHEREAS, it benefits the County to engage the Subrecipient to accomplish the Scope of Work and the objectives of the CDBG Project.

IT IS, THEREFORE, AGREED UPON BY THE PARTIES AS FOLLOWS:

A. CDBG PROJECT

The CDBG Project is construction of an Early Learning and Family Support Center and operation of the Center for a period of ten years meeting the national objective of principally benefiting low- and moderate-income persons.

B. EFFECTIVE DATE

The Effective Date is the date all parties sign and complete execution of this Agreement.

C. TERM OF THIS AGREEMENT

The term of this Agreement is from the Effective Date through the last date that the Subrecipient remains in control of CDBG funds or other CDBG assets.

D. AGREEMENT REPRESENTATIVES

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

(1) Subrecipient Olympic Peninsula YMCA:

Name of Representative: Wendy Bart

Title: CEO

Mailing Address: 610 N. 5th Ave.,

City, State and Zip Code: Sequim, WA 98382

Telephone Number: 360-504-0526

Fax: N/A

E-mail Address: wendy@olympicpeninsulaymca.org

UBI Number: 054 003 905

(2) Jefferson County:

Name of Representative: Mark McCauley

Title: Jefferson County Administrator

Mailing Address: 1820 Jefferson St.

City, State and Zip Code: Port Townsend, WA 98320

Telephone Number: 360-385-9171

Fax Number: N/A

E-mail Address: MMcCauley@co.jefferson.wa.us

E. SUSPENSION OR TERMINATION

(1) In accordance with 2 CFR 200.338-9, the County may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(b) Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or,

(d) Submission by Subrecipient to the County of reports that are incorrect or incomplete in any material respect.

(2) In accordance with 2 CFR 200.339, this Agreement also may be terminated by either the County or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award shall not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

(3) Termination of this Agreement shall not constitute a breach of this Agreement.

F. COUNTY RESPONSIBILITIES

The County shall be responsible for administration of the CDBG contract, and ensuring CDBG funds are used in accordance with all program requirements [(24 CFR 570.501(b)] and the Commerce Contract. The County shall provide such assistance and guidance to Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement.

G. SUBRECIPIENT RESPONSIBILITES

(1) Subrecipient shall complete in a satisfactory and proper manner as determined by the County the following tasks to accomplish the objectives of principally benefiting low-and moderate-income persons:

(a) Construction of the Early Learning and Family Support Center; and,

(b) Operation of the Early Learning and Family Support Center for a period of ten years meeting the national objective of principally benefiting low-and moderate-income persons.

(2) Subrecipient shall perform all the work required by the Commerce Contract, a true and correct copy of which is attached as Appendix A.

(3) Subrecipient shall maintain an administrative/organizational structure that clearly defines responsibilities; systems and personnel to maintain accounting records that accurately reflect all program revenues and expenditures; prepare monthly statements of activity; maintain appropriate client service records and progress reports; and track key program performance indicators.

(4) Subrecipient shall comply with all applicable federal, state and local regulations.

(5) Subrecipient shall periodically meet with the County to review the status of all of the tasks it is required to perform under this Agreement.

(6) Subrecipient shall comply with all the policies of the Jefferson County department managing this Agreement.

(7) Subrecipient shall fulfill all of the other tasks it is required to perform under this Agreement.

H. BUDGET

(1) Maximum Budget. The County shall pass through to Subrecipient no more than $1,990,000.00 in CDBG funds for eligible incurred costs and expenses for the Project according to the following budget.

Project Budget Element	Budgeted Amount
Administration	$50,000.00
Land	$1.00
Architecture/ Engineering Services	$200,000.00
Other/Permits	$15,000.00
Construction	$3,593,400.00

Project Budget Element	Budgeted Amount
Equipment	$200,000.00
Contingencies	$706,599.00
Indirect Cost Rate: ___% Federally Approved Indirect Rate, or 10% de minimis rate, or fill out "N/A" declining to charge indirect	

(2) Indirect Cost Rate. If Subrecipient chooses to charge indirect costs under this grant, Subrecipient shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate negotiated with the Federal Government, exists, a de minimis indirect cost rate of 10% of Modified Total Direct Costs (MTDC) shall be used.

(3) "Modified Total Direct Costs" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, and rental costs.

(4) Budget Amendments. Any amendments to this Agreement's Budget shall first be determined by the County as consistent with the Commerce Contract and then approved in writing by the County and Subrecipient.

I. PAYMENT

(1) The County shall reimburse Subrecipient in accordance with the payment procedures outlined in the CDBG Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Subrecipient's obligations under this Agreement.

(2) Reimbursement under this Agreement shall be based on billings, supported by appropriate documentation of costs actually incurred.

(3) It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this Agreement.

(4) Funds available under this Agreement shall be utilized to supplement rather than supplant funds otherwise available.

(5) It is understood that this Agreement is funded in whole or in part with CDBG funds through the Washington State CDBG Program as administered by Commerce and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the State of Washington may prescribe.

J. CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(1) By signing this Agreement, Subrecipient certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred).

(2) Subrecipient agrees to include the requirement in subsection (1) in any and all subcontracts into which it enters, and also agrees that it shall not employ debarred individuals.

(3) Subrecipient shall immediately notify the County if, during the term of this Agreement, Subrecipient, any subcontractor or any employee becomes debarred.

(4) The County may immediately terminate this Agreement by providing Subrecipient written notice, if Subrecipient, any subcontractor or any employee becomes debarred during the term of this Agreement.

K. FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT

(1) This Agreement is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

(2) To comply with the act and be eligible to enter into this Agreement, Subrecipient shall have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If Subrecipient does not already have one, a DUNS® number is available free of charge by contacting Dun and Bradstreet at www.dnb.com.

(3) Information about Subrecipient and this Agreement shall be made available on www.uscontractorregistration.com, as required by P.L. 109-282. The *Federal Funding Accountability and Transparency Act Data Collection Form*, is considered part of this Agreement and shall be completed and returned along with this Agreement.

L. FUNDING WITHDRAWN, REDUCED OR LIMITED

If the County determines in its sole discretion that the funds it relied upon to establish this Agreement have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this Agreement but prior to the normal completion of this Agreement, then the County, at its sole discretion, may:

(1) Terminate this Agreement;

(2) Renegotiate this Agreement under the revised funding conditions; or,

(3) Suspend Subrecipient's performance under this Agreement upon five (5) business days' advance notice to Subrecipient, if the County determines that there is a reasonably likelihood that the funding insufficiency may be resolved in time to allow Subrecipient's performance to resume prior to the normal completion date of this Agreement.

M. ADMINISTRATIVE REQUIREMENTS

Subrecipient shall comply with all administrative requirements listed below.

(1) Financial Management:

(a) Accounting Standards

Subrecipient shall comply with 2 CFR 200 and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

(b) Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

(c) Duplication of Costs

Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract or other source.

(2) Documentation and Record Keeping:

(a) Records to Be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement and those records described in the CDBG Management Handbook. Such records shall include but not be limited to:

(i) Records providing a full description of each activity undertaken;

(ii) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(iii) Records required to determine the eligibility of activities;

(iv) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(v) Records documenting compliance with the civil rights components of the CDBG program;

(vi) Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;

(vii) Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, State and Local laws and regulations applicable to CDBG-funded construction projects; and,

(viii) Other records necessary to document compliance with Subpart K of 24 CFR 570.

(b) Access to Records and Retention

(i) The grantee, Commerce, and other authorized representatives of the state and federal governments shall have access to any books, documents, papers and records of Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts and transcriptions.

(ii) All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by Subrecipient for a period of six years after final audit of the County's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the County shall request a longer period of record retention.

(c) Audits and Inspections

(i) All Subrecipient records maintained pursuant to this section "M", and section "O" belowshall be made available to the County, Commerce, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

(ii) Any deficiencies noted in audit reports shall be fully cleared by Subrecipient within 30 days after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments.

(iii) Subrecipient that expends $750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CRF 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

(3) Reporting

(a) Program Income

Subrecipient shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504.

(b) Periodic Reports

Subrecipient, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

(4) Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

(a) Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

(b) Real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years after the contract between Commerce and the County is closed. If Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for this 10-year period of time, Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property after the CDBG program's approval. Such payment shall constitute program income to the County. Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.

(c) In cases in which equipment is acquired, in whole or in part, with funds under this Agreement is later sold, the proceeds shall be program income. Equipment not needed by Subrecipient for activities under this Agreement shall be:

(i) Transferred to the County for CDBG-eligible activities as approved by the CDBG program or,

(ii) Retained after compensating the County.

N. OVERPAYMENTS OR ERRONEOUS PAYMENTS TO SUBRECIPIENT

If overpayments or erroneous payments have been made to Subrecipient under this Agreement, the County shall provide notice to Subrecipient and Subrecipient shall refund the full amount of the overpayment within thirty (30) calendar days of the notice. If Subrecipient fails to make timely refund, the County may charge Subrecipient one percent (1%) per month on the amount due, until paid in full.

O. RECORDS AND DOCUMENTS REVIEW

(1) Subrecipient shall maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Agreement and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. At no additional cost, these records, including materials generated under this Agreement, are subject at all reasonable times to inspection, review, or audit by Commerce, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [*See* 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42(A); 42 CFR 431, Subpart Q; and 42 CFR 447.202].

(2) Subrecipient shall retain such records for a period of six (6) years after the date of final payment under this Agreement.

(3) If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

P. RIGHTS OF STATE AND FEDERAL GOVERNMENTS

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, including but not limited to the Centers for Medicare and Medicaid Services (CMS), shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Agreement; (iii) the copyright in any work developed under this Agreement; and (iv) any rights of copyright to which Subrecipient purchases ownership under this Agreement.

Q. CDBG NATIONAL OBJECTIVE CERTIFICATION

Subrecipient certifies the activities carried out under this Agreement meet a CDBG Program National Objective defined in 24 CFR 570.208.

R. COMPLIANCE WITH SUBRECIPIENT REQUIREMENTS FROM GRANT

(1) Subrecipient shall comply with:

(a) The requirements of Title 24 of the Code of Federal regulations, 570 (HUD regulations concerning CDBG); and,

(b) All other applicable Federal, State and Local laws, regulations, and policies, governing the funds provided under this Agreement.

(2) In accordance with 2 CFR 200.501 and 45 CFR 75.501, Subrecipient shall:

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

(b) Maintain internal controls that provide reasonable assurance that Subrecipient is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

(c) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(d) Incorporate OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 audit requirements into all agreements between Subrecipient and its subcontractors who are subrecipients;

(e) Comply with any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and any successor or replacement Circular or regulation;

(f) Comply with the applicable requirements of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501and any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, and any successor or replacement Circular or regulation; and,

(g) Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to http://ojp.gov/about/offices/ocr.htm for additional information and access to the aforementioned Federal laws and regulations.)

(3) Single Audit Act Compliance. If Subrecipient expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, Subrecipient shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, Subrecipient shall:

(a) Submit to the Authority contact person the data collection form and reporting package specified in OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(b) Follow-up and develop corrective action for all audit findings; in accordance with OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, prepare a "Summary Schedule of Prior Audit Findings."

(4) Overpayments. If it is determined by Commerce or the County, or during the course of a required audit, that Subrecipient has been paid unallowable costs under this or any Program Agreement, Subrecipient shall refund the full amount to Commerce as provided in Section N. (OVERPAYMENTS OR ERRONEOUS PAYMENTS TO SUBRECIPIENT).

S. PERSONNEL AND PARTICIPANT CONDITIONS

Subrecipient shall comply with following requirements:

(1) Civil Rights

(a) Title VI of the Civil Rights Act of 1964:

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

(b) Section 109 of the Housing and Community Development Act of 1974:

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

(c) Age Discrimination Act of 1975, as Amended:

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

(d) Section 504 of the Rehabilitation Act of 1973, as Amended:

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

(e) Public Law 101-336, Americans with Disabilities Act of 1990:

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

(2) Section 3 of the Housing and Community Development Act of 1968

Subrecipient shall comply in the following training, employment, and business opportunities:

(a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

(b) Subrecipient shall send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(c) Subrecipient shall include this Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR 135. Subrecipient shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and shall not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(d) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and Commerce issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant, or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

(e) Maintain internal controls that provide reasonable assurance that Subrecipient is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

(f) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(g) Incorporate OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 audit requirements into all agreements between Subrecipient and its subcontractors who are subrecipients;

(h) Comply with any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and any successor or replacement Circular or regulation;

(i) Comply with the applicable requirements of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501and any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, and any successor or replacement Circular or regulation; and,

(j) Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to http://ojp.gov/about/offices/ocr.htm for additional information and access to the aforementioned Federal laws and regulations.)

(3) Single Audit Act Compliance. If Subrecipient expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, Subrecipient shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, Subrecipient shall:

(a) Submit to the Authority contact person the data collection form and reporting package specified in OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(b) Follow-up and develop corrective action for all audit findings; in accordance with OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, prepare a "Summary Schedule of Prior Audit Findings."

T. RISK ASSESSMENT AND MONITORING FOR COMPLIANCE BY THE COUNTY.

(1) Subrecipient shall immediately report to the County any failure to perform under this Agreement.

(2) Along with every request for reimbursement under this Agreement, Subrecipient shall submit a Monitoring Certification using the form attached as Appendix A for purposes of the County performing the risk assessment of Subrecipient and compliance monitoring of this Agreement that is required by the County or by Commerce.

(3) The County shall monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of CDBG funds, overseeing compliance with CDBG requirements, and ensuring recordkeeping and audit requirements are met.

(4) Substandard performance as determined by the County shall constitute noncompliance with this Agreement.

(5) If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, contract suspension or termination procedures shall be initiated.

U. ASSIGNMENT

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the County; provided, however, that claims for money due or to become due to Subrecipient from the County under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County and Commerce.

V. CONFLICT OF INTEREST

(1) No member of the County's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this Agreement; and Subrecipient shall take appropriate steps to assure compliance.

(2) Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which includes maintaining a written standard code of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(3) Subrecipient covenants that its employees have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder.

(4) Subrecipient further covenants that in the performance of this Agreement, no person having such interest shall be employed.

W. COPYRIGHT

If this Agreement results in any copyrightable material or inventions, the County or Commerce reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

X. RELIGIOUS ACTIVITIES

Subrecipient agrees that funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Y. AMENDMENT OF THIS AGREEMENT

The County and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative of each organization, and approved by the Jefferson County Board of Commissioners. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Subrecipient from its obligations under this Agreement.

Z. FUNDING SOURCE RECOGNITION

Subrecipient shall insure recognition of the roles of Commerce, the WA State CDBG program, and the County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

AA. GENERAL TERMS AND CONDITIONS

(1) Subrecipient's relation to the County shall at all times be that of an independent contractor.

(a) Subrecipient is not as an agent, an employee or a servant of the County.

(b) Subrecipient specifically has the right to direct and control Subrecipient's own activities and over all of its subcontractors, employees, agents and representatives in providing the agreed services in accordance with the specifications set out in this Agreement.

(c) Subrecipient shall perform the contracted work.

(d) Subrecipient's duties under this Agreement are not Government functions undertaken by the Subrecipient in the place of the County or any other State Agency.

(e) Subrecipient acknowledges that the entire compensation for this Agreement is in the compensation provisions of this Agreement.

(f) Subrecipient agrees to file all necessary governmental documents, including tax returns, reflecting income status as an independent contractor for services rendered under this Agreement.

(g) Should any governmental agency audit the files and request information on either Subrecipient or the County, Subrecipient and the County agree to furnish immediately the requesting agency with any records, including tax returns, relating to the services rendered under this Agreement.

(h) No subcontractor, employee, agent or representative of Subrecipient shall be or be deemed to be, or act or purport to act, as an employee, agent or representative of the County.

(i) Subrecipient and all employees of Subrecipient, or other persons engaged in the performance of any work or service required of Subrecipient under this Agreement are not entitled to any County benefits, including, but not limited to: retirement; vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees.

(j) Any and all employees of Subrecipient, or other persons engaged in the performance of any work or service required of Subrecipient under this Agreement, shall be considered employees of Subrecipient only, and any claims that may arise on behalf of or against said employees shall be the sole obligation and responsibility of Subrecipient.

(2) Subrecipient shall not subcontract or assign any of the services covered by this Agreement without the express written consent of the County. Subcontracting and assignment does not include printing or other customary reimbursable expenses that may be provided in an Agreement.

(3) Subrecipient, by signature to this Agreement, certifies that Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

from participating in this Agreement, or any Agreement by any Federal department or agency. Subrecipient also agrees to include the above requirement to all subcontracts into which it enters.

(4) Subrecipient shall obtain and keep in force during the terms of this Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Chapter 48.05 RCW:

(a) Worker's compensation and employer's liability insurance. Subrecipient shall participate in the Worker's Compensation as may be required by the State of Washington;

(b) Commercial Automobile Liability or Business Use Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than $1,000,000 each occurrence with the County named as an additional insured in connection with Subrecipient's performance of this Agreement.

(c) General Commercial Liability Insurance in an amount not less than a single limit of two million dollars ($2,000,000.00) per occurrence and an aggregate of not less than two (2) times the occurrence amount ($2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in Commerce Contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

(i) Broad Form Property Damage, with no employee exclusion.

(ii) Personal Injury Liability, including extended bodily injury.

(iii) Broad Form Contractual/Commercial Liability - including completed operations.

(iv) Premises - Operations Liability (M&C).

(v) Independent Contractors and Subrecipients

(vi) Blanket Contractual Liability.

(vii) Employer's Liability or "Stop Gap" coverage.

(5) All employees or subcontractors of Subrecipient who are required to be professionally certified by the State in the performance of services under this Agreement shall maintain professional liability insurance/error and omissions liability insurance in the amount of not less than one million dollars ($1,000,000). In no case shall such professional liability to third parties be limited in any way.

(6) It shall be the responsibility of Subrecipient to insure that any and all persons engaged in the performance of any work or service required of Subrecipient under this Agreement, shall comply with the same insurance requirements that Subrecipient is required to meet.

(7) Failure on the part of Subrecipient to maintain the insurance as required shall constitute a material breach of contract upon which the County may, after giving five working days' notice to Subrecipient to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection

therewith, with any sums so expended to be repaid to the County on demand, or at the sole discretion of the County, offset against funds due Subrecipient from the County.

(8) All cost for insurance shall be considered incidental to and included in the unit contract prices and no additional payment shall be made.

(9) Excepting the Workers Compensation insurance and any professional liability insurance, Subrecipient shall furnish the County with properly executed certificate of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate or endorsement shall, at a minimum, list limits of liability and coverage. The certificate or endorsement shall provide that the underlying insurance contract shall not be cancelled or allowed to expire except on thirty (30) days prior written notice to the County reserves the right to require complete, certified copies of all required insurance policies at any time.

(10) All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Subrecipient shall submit a verification of insurance as outlined herein within 14 days of the execution of this Agreement to the County. All insurance policies obtained by Subrecipient shall be primary to any equivalent or applicable policies held by the County. All insurance policies obtained by Subrecipient shall include a waiver of subrogation rights. Any self-insured retention, deductible or risk retention maintained, or participated in, by the County coverage for third-party liability claims provided to the county, shall be excess and shall be non-contributory to the insurance policies provided by Subrecipient in order to comply with the insurance requirements of this Subcontract. All policies provided by Subrecipient in order to comply with the insurance requirements of this Agreement shall be endorsed to show this primary coverage.

(11) The County shall pay no progress payments under this Agreement until Subrecipient has fully complied with this section. This remedy is not exclusive; and the County may take such other action as is available to them under other provisions of this Agreement, or otherwise in law.

(12) Nothing in the foregoing insurance requirements shall prevent the County, at its option, from additionally requesting that Subrecipient deliver to the County an executed bond as security for the faithful performance of this Agreement and for payment of all obligations of Subrecipient.

(13) It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

(14) Should either party bring any legal action, each party in such action shall bear the cost of its own attorney's fees and court costs. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

(15) Subrecipient shall comply with the WA State Department of Labor and Industries Minimum Wage Act, Chapter 49.46 RCW, acknowledging persons with disabilities participating in job assessments are not considered employees.

(16) Subrecipient shall indemnify and hold the County, and its officers, officials, employees, agents and volunteers (and their marital communities) harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from Subrecipient's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a Subrecipient to indemnify the County and its officers, officials, employees, agents and volunteers (and their marital communities) against and hold them harmless from claims, demands or suits based solely upon the conduct of the County, its officers, officials, employees, agents and volunteers (and their marital communities), and provided further that if the claims or suits are caused by or result from the concurrent negligence of:

(a) Subrecipient's agents or employees; and,

(b) The County, its officers, officials, employees, agents and volunteers (and their marital communities), this indemnity provision with respect to: (i) claims or suits based upon such negligence, or (ii) the costs to the County of defending such claims and suits, etc., shall be valid and enforceable only to the extent of Subrecipient's negligence or the negligence of Subrecipient's agents or employees.

(c) Subrecipient specifically assumes potential liability for actions brought against the County by Subrecipient's employees, including all other persons engaged in the performance of any work or service required of Subrecipient under this Agreement and, solely for the purpose of this indemnification and defense, Subrecipient specifically waives any immunity under the state industrial insurance law, Title 51 RCW. Subrecipient recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation.

(d) The provisions of this section shall survive the expiration or termination of this Agreement.

(17) Subrecipient shall not discriminate against any person presenting themselves for services based on race, religion, color, sex, age, or national origin.

(18) No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of County. If the County agrees in writing that all or a portion of this Agreement may be subcontracted to a third-party, then any contract or agreement between Subrecipient and a third-party Subrecipient shall contain all provisions of this Agreement and the third-party subcontractor shall agree to be bound by all terms and obligations found in this Agreement.

(19) This Agreement memorializes the entire agreement of the parties for the use of funds received under this Agreement. No representation or promise not expressly contained in this Agreement has been made. The parties are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not expressly contained in this Agreement. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.

(20) Subrecipient is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. Subrecipient assumes responsibility for and all liability for the actions and quality of

services performed by any subcontractor. Every subcontractor shall agree in writing to follow every term of this Agreement. Subrecipient shall provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The head of the County department primarily responsible for overseeing Subrecipient's performance under this Agreement or that department head's designee shall approve any proposed subcontractors in writing. Any dispute arising between Subrecipient and any subcontractors or between any subcontractors shall be resolved without involvement of any kind on the part of the County and without detrimental impact on the delivery of contracted goods or services.

(21) While performing services, the use of illegal drugs, alcohol, or controlled substances on the County property or premises is strictly prohibited. Subrecipient's employees shall not perform services while under the influence of drugs or alcohol, and if discovered, may be reported to the appropriate law enforcement agency.

(22) The use of tobacco of any kind on property or premises of the County shall comply with County policies.

(23) Any form of harassment, discrimination, or improper fraternization with any County employee or a participant is strictly prohibited.

(24) A party's failure to act with respect to a breach by the other party does not waive its right to act with respect to subsequent or similar breaches. The failure by a party to exercise or enforce any right or provision shall not constitute a waiver of such right or provision. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. No term or provision of this Agreement shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

(25) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

(26) This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.

(27) The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.

(28) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.

(29) The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

(30) The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.

(31) Notwithstanding any provisions of this Agreement to the contrary, to the extent any record which the County may access, audit, and review pursuant to sections "M" and "O" above, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), Subrecipient agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. Subrecipient also agrees that upon receipt of any written public record request, Subrecipient shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

(32) All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the Agreement Representatives or such other address as a party may designate in writing from time to time.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

IN WITNESS WHEREOF, the County and Subrecipient have executed this Agreement as of the date and year last written below.

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

By: ______________________________
Kate Dean, Chair DATE

By: ______________________________
Greg Brotherton, Commissioner DATE

By: ______________________________
Heidi Eisenhour, Commissioner DATE

SEAL:

ATTEST:

____
Carolyn Galloway DATE
Clerk of the Board

Approved as to form only:

for 10/17/2024
Philip C. Hunsucker DATE
Chief Civil Deputy Prosecuting Attorney

OLYMPIC PENINSULA YMCA

By: ______________________________
Wendy Bart, CEO DATE

APPENDIX A – COMPLIANCE AND RISK MONITORING FORM

This Compliance and Risk Monitoring Form shall be submitted before the Subrecipient Agreement can be approved and also shall be submitted along with every request for reimbursement.

AGENCY CONTRACT NO: ______________________________

DATE: ______________________________

NAME OF SUBRECIPIENT: ______________________________

By signing below, I declare under penalty of perjury of the laws of the State of Washington and the United States that the forgoing is true and correct. (Check the applicable boxes.)

____

DATE	CERTIFICATION ITEM	YES	NO
	Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any Federal, State, or local department or agency		
	Subrecipient has not within a 3-year period preceding the submission of this Compliance and Risk Monitoring Form been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property		
	Subrecipient is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property		
	Subrecipient has not within a 3-year period preceding the submission of this Compliance and Risk Monitoring Form one or more public transactions (Federal, State, or local) terminated for cause or default		
	Subrecipient has provided all written reports required by Commerce Contract and this Subrecipient Agreement as of		

DATE	CERTIFICATION ITEM	YES	NO
	the submission of this Compliance and Risk Monitoring Form		
	Subrecipient has provided any audit report received by it from any government agency since the last certification for its performance related to Commerce Contract		
	Subrecipient certifies that all of the deliverables and other work required since the last certification have been completed		
	All the work being billed for in the invoice being certified by this Compliance and Risk Monitoring Form actually has been performed, including any timesheet or other backup		
	Subrecipient agrees to submit to an audit within 30 days of a request from the County or Commerce		
	Subrecipient has corrected any deficiencies identified since the last certification		

Signed at ____, __________________.
City State

SUBRECIPIENT SIGNATURE DATE

WRITTEN NAME OF PERSON SIGNING CERTIFICATION

APPROVED BY THE COUNTY:

COUNTY APPROVALSIGNATURE DATE

WRITTEN NAME OF PERSON APPROVING CERTIFICATION