

COVID RECOVERY PROGRAM – CITY OF YAKIMA
Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(i) Agency Name (must match the name associated with its unique entity identifier) People For People		(ii) Unique Entity Identifier (i.e., DUNS) 14-440-6667	City of Yakima Number for This Agreement 12238P
(iii) Federal Award Identification Number (FAIN) CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS, CFDA 21.027	(iv) Federal Award Date	(v) Federal Period of Performance Start and End Date March 30, 2021 – December 31, 2026	(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds Obligated to the agency by this action: \$99,620.28	(viii) Total Amount of Federal Funds Obligated to the agency		(ix) Total Amount of the Federal Award Committed to the agency
(x) Federal Award Project Description: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– CITY OF YAKIMA			
(xi) Federal Awarding Agency : DEPARTMENT OF THE TREASURY	Pass-Through Entity: CITY OF YAKIMA	Awarding Official Name and Contact Information: Jennifer Ferrer-Santa Ines Director of Finance & Budget Jennifer.ferrer@yakimawa.gov	
(xii) Assistance Listing CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement) 21.027 - CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS			(xiii) Identification of Whether the Award is R&D No.
(xiv) Indirect Cost Rate for the Federal Award N/A	Award Payment Method (lump sum payment or reimbursement) REIMBURSEMENT		Is the Agency a Subrecipient for the Purposes of This Agreement? *** YES

***The term "Contractor" shall refer to a contractor or subrecipient, as determined in the City's sole discretion and referenced in the FAIN table cover page.

PASS-THRU ENTITY NAME	City of Yakima	RECIPIENT	
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	

AGREEMENT

Contractor PEOPLE FOR PEOPLE
Project Title MEALS ON WHEELS COMMERCIAL KITCHEN
Contract Amount \$ NINETY-NINE THOUSAND SIX HUNDRED TWENTY AND 28/100THS DOLLARS (\$99,620.28)
Contract Period From: December 1, 2022 To December 31, 2024
DUNS No. (if applicable) 14-440-6667 SAM No. (if applicable) NA1XSQSKCJJ5

THIS AGREEMENT No. 12238P ("Contract") is entered into by the CITY OF YAKIMA (the "City"), and PEOPLE FOR PEOPLE (the "Contractor") whose address is 302 West Lincoln Avenue, Yakima, Washington, 98902.

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
Coronavirus State and Local Fiscal Recovery Funds(SLFRF)	See Contract Amount above	See Contract Period above

WHEREAS, the City has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the City desires to have certain services performed by the Contractor as described in this Contract, specifically the construction of a domestic violence shelter by the Contractor,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

1. **Contractor understands and agrees that funds provided under this Contract may come from a federal source and agrees to comply with any and all additional applicable terms. In general, federal-specific terms are in italics.**
 - A. ***Contractor Capacity.*** Contractor agrees and confirms that it has the institutional, managerial and financial capacity to ensure proper planning, management and completion of the Meals on Wheels Commercial Kitchen proposed in the Scope of Work.
 - B. ***Technical Assistance.*** If, at any time, Contractor believes its capacity is compromised or Contractor otherwise needs any sort of assistance, it SHALL immediately notify the City. The City will make best efforts to provide timely technical assistance to the Contractor to bring the Contract into compliance.
 - C. ***Compliance with Act.*** Contractor understands and agrees that funds provided under this Contract may only be used in compliance with section 603(c) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act, the U.S. Department of Treasury's ("Treasury's") regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

D. Definitions.

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

ACCEPTANCE OR ACCEPTED -	A written determination by the City that the Contractor has completed the Work in accordance with the Contract.
CONTRACT AMENDMENT -	A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.
CONTRACTOR -	The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the City for the performance of Work under the Contract.
CONTRACT SPECIALIST -	Yakima City Employee who interfaces with team members, business owners, contractors, project staff and others to assist in the administration of the City's contracts.
DAY -	Calendar day.
YMC -	The Yakima Municipal Code.
MEASURABLE AMOUNT OF WORK -	A definitive allocation of an employee's time that can be attributed to Work performed under this Contract, but that is not less than a total of one hour in any one-week period.
PERSON -	Includes individuals, associations, firms, companies, corporations, partnerships, or combination thereof, including joint ventures.
PROJECT MANAGER -	The individual designated by the City to manage the project on a daily basis and who may represent the City for Contract administration. The Project Manager may also be the Contract Specialist.
RCW -	The Revised Code of Washington.
SCOPE OF WORK (SOW) -	An exhibit to the Contract consisting of a written description of the Work to be performed.
SUBCONTRACTOR -	The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.
SUBRECIPIENT -	An entity that uses the awarded funds to carry out a program for a public purpose specified in the authorizing statute or ordinance, as opposed to providing goods or services for the benefit of the City.
WORK -	Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.
ADMINISTRATOR -	The Finance Director.

Small Contractor or Supplier or “(SCS)” -	A business and the person or persons who own and control it that are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' personal net worth less than \$1,320,000 dollars.
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2. Contract Services and Requirements, and Incorporated Exhibits.

The Contractor shall provide services and meet the requirements included in this Contract and in the following attached exhibits, each of which is incorporated herein by this reference as if fully set forth herein:

EXHIBIT NAME	NUMBER/LETTER
Scope of Work	A
Price Attachment	B
Contractor's Proposal	C
Civil Rights Certification	D
Lobbying Certification	E
Cost Certification	F
Written Justification for Use of ARPA Funds	G
Recipient Agreement: US Treasury and City of Yakima	H

- A. **Scope of Eligible Expenditures.** *Funds shall only be used to pay or reimburse eligible expenditures as described in Exhibit A. No funds may be used to pay or reimburse expenditures reimbursed under any other federal or state program, or from any other third-party source.*
- B. **Contractor Responsibilities.** *The funds provided under the Contract may come from a federal source. Contractor agrees to administer the Contract consistent with the terms and conditions of this Contract, in accordance with section 603(c) of the Act, the Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing, as well as any other applicable federal laws and regulations. As part of the invoicing process, the Contractor shall provide the City with a "Cost Certification" that funding of this Contract was used for eligible expenditures. Contractor shall also provide the City with a "Civil Rights Certification" prior to payment for work authorized by this Contract.*
- C. **Reporting.** *Contractor shall provide the City with the following reports in a timely manner:*
 - i. *Monthly / Quarterly Expenditure Report by the 10th of month following expenditure to facilitate required quarterly City reporting.*
 - ii. *Payment Request Report*

iii. Closeout Report

3. Contract Term.

- A. This Contract shall begin on December 1, 2022, and shall terminate on December 31, 2024, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
- B. This Contract may be extended through December 31, 2026 in one year increments upon agreement of the parties. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.

4. Compensation and Method of Payment.

- A. Compensation:
The City shall compensate the Contractor for satisfactory completion of the services and requirements as specified in this Contract and its attached exhibit(s).
- B. Invoicing:
The Contractor shall submit invoices and all accompanying reports as specified in the attached exhibit(s), including its final invoice and all outstanding reports. The City shall endeavor to make payment not more than 30 days after a complete and accurate invoice is received.
- C. Final Invoice:
The Contractor shall submit its final invoice and all outstanding reports as specified in this contract and its attached exhibit(s). If the Contractor's final invoice and reports are not submitted as required, the City will be relieved of all liability for payment to the Contractor of the amounts set forth in the final invoice or any later invoice.
- D. Reimbursement for Travel:
The Contractor will not be reimbursed for travel unless otherwise specified within an Exhibit.

5. Internal Control and Accounting System.

The Contractor shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of doing business.

6. Debarment and Suspension Certification.

If this Contract is a covered transaction for purposes of federally funded grant requirements, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. Debarment status may be verified at <https://www.sam.gov> By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the

City of Yakima. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City of Yakima, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Maintenance of Records.

A. Accounts and Records:

- i. Contractor shall maintain ALL (100%) 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. These records shall be maintained for a period of six (6) years after the last date that all funds have been expended or returned to the City, whichever is later, to ensure proper accounting for all funds and compliance with the Contract.
- ii. 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 Contractor in order to conduct audits or other investigations.
- iii. The Contractor shall maintain for a period of six years after termination of this Contract accounts and records, including personnel, property, financial, and programmatic records and other such records the City may deem necessary to ensure proper accounting and compliance with this Contract.

B. Nondiscrimination and Equal Employment Records:

In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 24, Nondiscrimination and Payment of a Living Wage below, the Contractor shall maintain the following for a period of six years after termination of this Contract:

- i. Records of employment, employment advertisements, application forms, and other data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
- ii. Records, including written quotes, bids, estimates or proposals, submitted to the Contractor by all entities seeking to participate in this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The City may visit the site of the work and the Contractor's office to review these records. The Contractor shall provide all help requested by the City during such visits and make the foregoing records available to the City for inspection and copying. At all reasonable times, the Contractor shall provide to the City, the state, and/or federal agencies or officials access to its facilities—including those of any subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The City will give reasonable advance notice to the Contractor in the case of audits to be conducted by the City. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the contract documents. If different

from the Contractor's address listed above, the Contractor shall inform the City in writing of the location of its books, records, documents, and other evidence for which review is sought, and shall notify the City in writing of any changes in location within 14 days of any such relocation.

8. Evaluations and Inspections.

A. Subject to Inspection, Review, or Audit:

The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the City and/or federal/state officials authorized by law during the performance of this Contract and for six years after termination hereof, unless a longer retention period is required by law.

B. Medical Records:

If applicable, medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW [70.41.190](#), [70.02.160](#), and standard medical records practice. The Contractor shall also be responsible for the maintenance and disposal of such medical records.

C. Contract Monitoring

The Contractor and the City shall engage in monitoring visits to assess the Contractor's compliance with contract requirements, quality, and practices. The City will execute monitoring visits in accordance with the applicable frequency, as prescribed by the controlling Exhibit under this Contract. The Contractor shall cooperate with the City and its agents to assess the Contractor's performance under this Contract. At the request of the City, the Contractor shall implement a plan to remedy any items of noncompliance identified during the monitoring process.

The results and records of these processes shall be maintained and disclosed in accordance with [RCW Chapter 42.56](#).

D. Performance, Measurement and Evaluation

The Contractor shall submit performance metrics and program data as set forth in Exhibits to this Contract. The Contractor shall participate in evaluation activities as required by the City and shall make available all information required by any such performance measurement and evaluation processes.

E. Unauthorized Disclosure:

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

9. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and maintain compliance with all HIPAA requirements at the U.S. Office of Civil Rights website: <https://www.hhs.gov/hipaa/index.html>

10. Financial Report Submission.

The Contractor is required to submit a financial reporting package as described in A through C

below. All required documentation must be submitted by email to jennifer.ferrer@yakimawa.gov by the stated due date.

- A. If the Contractor is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more in Federal awards during its fiscal year, then the Contractor shall meet the audit requirements in 2 CFR Part 200 Subpart F. Audit packages are due to the City within nine months after the close of the Contractor’s fiscal year.
- B. If the Contractor is a local government in the State of Washington and is not subject to the requirements in subsection A, the Contractor shall submit audited financial statements that are in accordance with the Washington State Auditor’s Office requirements. Financial statement audits are due to the City within 150 days after the close of the Contractor’s fiscal year end as required by RCW 43.09.230.
- C. If the Contractor is not subject to the requirements in subsection A or B, the following apply:

Entity Type	Non-Profit		For Profit	
Gross Revenue	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.
Required Documentation	<ul style="list-style-type: none"> • Form 990 within 30 days of its being filed; and • A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"> • Income tax return; and • A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
Due Date	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor’s fiscal year.	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor’s fiscal year.

- D. Waiver:
A Contractor that is not subject to the requirements in subsection A may, in extraordinary circumstances, request, and in the City’s sole discretion be granted, a waiver of the audit requirements. Such requests are made to the City to Jennifer Ferrer Santa-Ines, jennifer.ferrer@yakimawa.gov for review. If approved by the City, the Contractor may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor’s Board of Directors, provided the Contractor meets the following criteria:
 - i. Financial reporting and any associated management letter show no reportable conditions or internal control issues; and
 - ii. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

11. **Corrective Action.**

If the City determines that the Contractor has failed to comply with any terms or conditions of this Contract, or the Contractor has failed to provide in any manner the work or services (each a "breach"), and if the City determines that the breach warrants corrective action, the following procedure will apply:

A. **Written Notification:**

The City will notify the Contractor in writing of the nature of the breach.

B. **Contractor's Corrective Action Plan:**

The Contractor shall respond with a written corrective action plan within fourteen days of its receipt of such notification unless the City, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach. This date shall not be more 30 days from the date of the Contractor's response, unless the City, at its sole discretion, specifies in writing an extension to complete the corrective actions.

C. **City's Determination of Corrective Action Plan Sufficiency:**

The City will determine the sufficiency of the Contractor's proposed corrective action plan, then notify the Contractor in writing of that determination. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the City.

D. **Termination or Suspension:**

If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the City to be insufficient, the City may terminate or suspend this Contract in whole or in part pursuant to Section 13.

E. **Withholding Payment:**

In addition, the City may withhold any payment to the Contractor or prohibit the Contractor from incurring additional obligations of funds until the City is satisfied that corrective action has been taken or completed.

F. **Non-Waiver of Rights:**

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 13, Subsections B, C, and D.

G. **Remedial Actions: In the event of Contractor's noncompliance with section 603(c) of the Act, Treasury's regulations implementing that section, guidance issued by Treasury regarding the foregoing, or any other applicable federal laws or regulations, Treasury may take available remedial actions as set forth in 2 C.F.R. 200.339.**

H. **Recoupment:**

i. Contractor agrees that it is financially responsible for and will repay the City

any and all indicated amounts following an audit exception which occurs due to Contractor's failure, for any reason, to comply with the terms of this Contract, federal, state or local law. This duty to repay the City shall not be diminished or extinguished by the termination of the Contract.

- ii. In the event of a violation of section 603(c) of the Act, the funds shall be subject to recoupment by the City.**
- iii. Any funds paid to Contractor (1) in excess of the amount to which Contractor is authorized to retain under the terms of the Contract; (2) that are determined by the Treasury Office of Inspector General to have been misused; (3) are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act; or (4) are otherwise subject to recoupment by the City, and have not been repaid by Contractor to the City shall constitute a debt to the City.**
- iv. Any debts determined to be owed the City must be paid promptly by the Contractor. A debt is delinquent if it has not been paid by the date specified in the City's initial written demand for payment, unless other satisfactory arrangements have been made or if the City knowingly or improperly retains funds that are a debt. The City will take any actions available to it to collect such a debt.**

12. Dispute Resolution.

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

13. Termination.

A. Termination for Convenience:

This Contract may be terminated by the City without cause, in whole or in part, at any time during the term specified in Section 3, Contract Term above, by providing the other party 30 calendar days advance written notice of the termination. The Contract may be suspended by the City without cause, in whole or in part, at any time during the term specified in Section 3. above, by providing the Contractor 30 calendar days advance written notice of the suspension.

B. Termination for Default:

The City may terminate or suspend this Contract, in whole or in part, upon ten days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract and either (a) the corrective action process described in Section 11 fails to cure the breach or (b) the City determines that requiring a corrective action plan is impractical or that the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the City pursuant to this Subsection 13.B., the Contractor shall be liable for damages, including any additional costs of procuring similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal

mismanagement, the Contractor shall return to the City immediately any funds, misappropriated or unexpended, that have been paid to the Contractor by the City.

C. Termination for Non-Appropriation:

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Section 3, the City may, upon ten days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section: (1) the City will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the City Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page one.

If the Contract is suspended as provided in this Section, the City may provide written authorization to resume activities.

D. Non-Waiver of Rights:

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law or equity that either party may have if any of the obligations, terms, and conditions set forth in this Contract are breached by the other party.

14. Hold Harmless and Indemnification.

A. Duties as Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the City for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall release, protect, indemnify, defend and save harmless the City, its elected and appointed officials, officers, agents, employees, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, costs, and/or losses whatsoever occurring or resulting from (1) the

Contractor's failure to pay any such compensation, wages, benefits, prevailing wages, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract; and/or (3) all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Contract or the acts, failures to act, errors or omissions of the Contractor, or any of Contractor's agents or subcontractors, in performance of this Contract, except for claims caused by the City's sole negligence. The City's right to indemnification includes attorney's fees and costs associated with establishing the right to indemnification hereunder in favor of the City.

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the City immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

B. Intellectual Property Infringement:

For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

C. Nondisclosure of Data:

Data provided by the City either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the City data in any form without the prior express written approval of the City.

D. Non-Disclosure Obligation:

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the City or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the City's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the City of such requirement prior to disclosure.

E. Indemnification:

To the maximum extent permitted by law, Contractor shall, at its cost and expense, protect, defend, indemnify and hold harmless the City, its elected and appointed officials, directors, officers, employees, agents, representatives, insurers, attorneys, and volunteers, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorney's fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of Contractor, its directors, officers, employees, or agents, relating in any way to the Contractor's performance or nonperformance under the Contract, or the acts, failures to act, errors or omissions of the Contractor, or any of Contractor's agents or subcontractors, in performance of this Contract, unless and except the claims are caused by the City's sole negligence. These indemnification obligations shall survive the termination of the Contract. The Contractor agrees that its obligations under this paragraph extend to any demands, liabilities, causes of action, or claims brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the City and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the City on account of such litigation or claims. If the City incurs any judgment, award, and/or cost arising therefrom including reasonable attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor. The City's right to indemnification includes attorney's fees and costs associated with establishing the right to indemnification hereunder in favor of the City.

F. Return of Unused Funds:

If Contractor has any unspent funds on hand as of the earlier of December 31, 2024 (or December 31, 2026 if the Contract term is fully extended), or the termination of this Contract under Section 13, Contractor shall return all unspent funds to the City within ten (10) calendar days.

15. False Statements.

Contractor understands that making false statements or claims in connection with this Contract may be 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 or county awards or contracts, and/or any other remedy available by law.

16. Publications.

Any publications produced with funds from this Contract must display the following language: "This project is supported, in whole or in part, by federal award number CFDA 21.027 Coronavirus State and Local Fiscal Recovery Funds awarded to the City of Yakima, Washington by the U.S. Department of the Treasury."

17. Disclaimer by the City and United States.

- A. The United States has expressly disclaimed any and all responsibility or liability to the City or third persons for the actions of the City 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 the award of Federal funds to the City under section 603(c) of the Act, or any contract or subcontract under such award.**
- B. The City expressly disclaims any and all responsibility or liability to the Contractor or third persons for the actions of the Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Contract or any other losses resulting in any way from the performance of the Contract, or any subcontract thereto.**
- C. This Contract does not in any way establish an agency relationship between or among the United States, the City, and/or Contractor.**

18. Protection for Whistleblowers.

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

19. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its their employees

when operating company-owned, rented or personally owned vehicles.

20. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

21. Insurance Requirements.

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Commercial Liability Insurance

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of the Contract. The policy shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted to the State of Washington. The requirements contained herein, as well as the City of Yakima's review or acceptance of insurance maintained by Contractor is not

intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

B. Automobile Liability Insurance

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of automobile liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The policy shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys, representatives, and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. The business auto liability shall include Hired and Non-Owned coverage if necessary.

C. Employer's Liability (Stop Gap)

Contractor and all subcontractor(s) shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable, and shall maintain Employer's Liability Insurance with a limit of no less than \$1,000,000.00. The City shall not be held responsible in any way for claims filed by Contractor or its employees for services performed under the terms of this Contract including claims resulting from negligent acts of all subcontractors. Contractor is responsible to ensure subcontractors have insurance as needed. Failure of subcontractors to comply with insurance requirements does not limit Contractor's liability or responsibility.

D. Professional Service

Contractor shall provide evidence of Professional Liability Insurance covering professional errors and omissions. Such policy must provide the following minimum limits: \$2,000,000.00 per claim. If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

E. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to

all of the requirements stated herein.

F. **Work Site Safety**

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

22. Assignment.

Contractor shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the City. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party upon the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

If at any time during the Contract term the Contractor experiences a change in its name or federal tax status either through acquisition, novation, assignment, re-organization or some other change that affects its Taxpayer Identification Number (TIN) or Tax Reporting Name, it shall notify the City of Yakima immediately upon the information becoming publicly available. This notification shall be sent by the Contractor to the current Contract Specialist via email along with:

- A. Any official announcements from the firm's representative(s) regarding the changes;
- B. A new City of Yakima W-9; and
- C. A current statement, listing of unfilled orders and electronic versions of all outstanding invoices and credit memos at the time of the change shall be provided to the Contract Specialist as soon as possible.

Any delay on the part of the Contractor to provide these items to the Contract Specialist may result in the delay of payment and orders. The City may create a new contract number to replace the existing one. All future orders and Contract Amendments will reference the new contract number.

23. Subcontracting.

A. Written Consent of the City:

The Contractor shall not subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the prior written consent of the City. The City's consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed subcontract.

The rejection or approval by the City of any subcontractor or the termination of a subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the City.

In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to the City for any breach in the performance of Contractor's duties.

The City has no contractual obligations to any subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its subcontractors.

B. “Subcontract” Defined:

“Subcontract” shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term “subcontract” does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

C. Required Clauses for Subcontracts:

The Contractor shall include Sections:

Section #	Description
1	Contractor capacity, technical assistance, compliance with Act and Definitions section
5	Internal Control and Accounting System
7	Maintenance of Records
8	Evaluations and Inspections
11	Financial Report Submission
14	Hold Harmless and Indemnification
15	False Statements
16	Publications
17	Disclaimer by the City and United States
18	Protection of Whistleblowers
19	Increasing Seat Belt Use in the United States
20	Reducing Text Messaging While Driving
21	Insurance Requirements
23	Subcontracting
24	Nondiscrimination
25	Conflict of Interest
34	Services Provided in Accordance with Law and Rule and Regulation
35	Applicable Law
40	Payment Procedures: Prompt Payment for Subcontractors
46	Background Checks
47	Subaward Language

in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

D. Required Language for Subcontracts:

The Contractor shall include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

“Subcontractor shall protect, defend, indemnify, and hold harmless the City of Yakima, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers, from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from any act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of

this Contract. Subcontractor expressly agrees and understands that the City of Yakima is a third-party beneficiary to its Contract with Contractor and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.”

24. Nondiscrimination.

A. The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

B. Nondiscrimination:

During performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of the employee's or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated equitably, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age.

C. Equal Employment Opportunity Efforts:

The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause.

D. Nondiscrimination in Subcontracting Practices:

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in City contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Sanctions for Violations:

Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

25. Conflict of Interest.

Contractor 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. Contractor and subrecipients must disclose in writing any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

26. Equipment Purchase, Maintenance, and Ownership.

A. Equipment Maintenance:

The Contractor agrees that when Contract funds are used to pay for all or part of the purchase costs of any equipment that costs \$5,000 or more per item, and the purchase of such equipment is identified in an exhibit to this Contract, such equipment is, upon the purchase or receipt, the property of the City and/or federal/state government. The Contractor shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

B. Equipment Ownership:

The Contractor shall ensure that all such equipment is returned to the City or federal/state government upon termination of this Contract, or if the Contractor ceases using the purchased equipment for services that meet the requirements and conditions of this Contract and its exhibits. In no event shall any equipment purchased with Contract funds be sold, transferred, assigned, donated, discarded, deemed surplus, or otherwise transferred to a third party without first notifying the City and providing the City an opportunity to retrieve the equipment, at no cost to the City, from Contractor. In no event shall any equipment purchased with Contract funds be transferred in any manner without the prior written consent of the City.

27. Proprietary Rights.

A. Ownership Rights of Materials Resulting from Contract:

Except as indicated below or as described in an Exhibit, the parties to this Contract hereby agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the City. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the City. The City agrees to and does hereby grant to the Contractor a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

B. Ownership Rights of Previously Existing Materials:

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby

grant to the City a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

C. Continued Ownership Rights:

The Contractor shall sign all documents and perform other acts as the City deems necessary to secure, maintain, renew, or restore the rights granted to the City as set forth in this section.

28. Political Activity Prohibited.

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

29. Future Support.

The City makes no commitment to support contracted services and assumes no obligation for future support of the contracted activity or activities that will be undertaken by Contractor at the domestic violence shelter, except as expressly set forth in this Contract.

30. Entire Contract.

The parties agree that this Contract is the complete expression of the described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of this Contract.

31. Contract Amendments.

Either party may request changes to this Contract. Proposed changes that are mutually agreed upon shall be incorporated only by written amendments to this Contract.

32. Notices.

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to each party's contact representative indicated within the contract exhibits. Any time within which a party must take some action shall be computed from the date that any associated required notice is received by that party.

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

CITY OF YAKIMA	CONTRACTOR
Robert Harrison City Manager 129 North 2 nd Street Yakima, WA 98901 bob.harrison@yakimawa.gov	Madelyn Carlson CEO, People For People 312 W. Lincoln Avenue Yakima, WA 98902 mcarlson@pfp.org
Copy to: Cally Price 129 North 2 nd Street Yakima, WA 98901 cally.price@yakimawa.gov	

33. Services Provided in Accordance with Law and Rule and Regulation.

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

If there is an irreconcilable conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall control over the language contained in the exhibit or the attachment, unless the exhibit provision expressly indicates that it controls over inconsistent contract language. If there is conflict among requirements set forth in exhibits, language contained in the lower numbered exhibit shall control unless the higher numbered exhibit provision expressly indicates that it controls over inconsistent lower numbered exhibit language.

34. Applicable Law.

A. This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for Yakima County, Washington.

B. Contractor agrees to comply with the requirements of section 603 of the Act, the Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal laws, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Contract.

C. Federal regulations applicable to this award include, without limitation, the following:

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, including the following:

- i. Subpart A, Acronyms and Definitions;***
- ii. Subpart B, General Provisions;***
- iii. Subpart C, Pre-Federal Award Requirements and Contents of Federal***

Awards;

- iv. Subpart D, Post-Federal Award Requirements;**
- v. Subpart E, Cost Principles; and**
- vi. Subpart F, Audit Requirements.**

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.

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.

OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 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.

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.

Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

New Restrictions on Lobbying, 31 C.F.R. Part 21.

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

Generally applicable federal environmental laws and regulations.

- D. 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;

vi. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of federal employees, as well as certain other employees who work in connection with federally funded programs.

E. PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (2 CFR 183)

- i. The Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received under this Contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The Contractor must terminate or void in whole or part any subcontract with a person or entity listed in the System Award Management Exclusions (SAM) as a prohibited or restricted sources pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subcontract.
- ii. The Federal awarding agency has the authority to terminate or void this Contract, in whole or in part, if the Federal awarding agency becomes aware that the Contractor failed to exercise due diligence as required by paragraph A of this clause or if the Federal awarding agency becomes aware that any funds received under this Contract have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- iii. In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the Contractor and its Subcontracts to the extent necessary to ensure that funds, including supplies and services, available under this Contract are not provided, directly or indirectly, to a person or entity that is actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.
- iv. The Contract must include the substance of this clause, including paragraph, in subcontracting agreements that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

F. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (CFR 200.216)

- i. Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:
- ii. Contractor and Subcontractor are prohibited from obligating or expending contract funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment,

services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

G. DOMESTIC PREFERENCES FOR PROCUREMENTS (CFR 200.322)

- i. As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracting agreements and purchase orders for work or products under this contract.
- ii. For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
 - b. "Manufactured products" means items and construction material composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

35. No Third-Party Beneficiaries.

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

36. Non-Waiver of Breach.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the City shall constitute a waiver of any right or duty afforded to the City under the Contract; nor shall any such action or failure to act by the City modify the terms of the Contract or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the City in writing.

37. Emergency Response Requirements.

Within three months of the execution of this Contract, the Contractor shall prepare and make available to the City upon request, the necessary plans, procedures and protocols to:

- A. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage.
- B. Continue operations during a prolonged event such as a pandemic.

If the Contractor does not have any such plan as of the start of this Contract, the Contractor may request (i) an extension of the time needed to create a plan, and (ii) for assistance from the City in preparing such a plan.

At a minimum, any plans, procedures, or protocols described in this section must include how the Contractor plans to continue to provide the services described in or funded by this Contract.

38. Contractor Certification.

By signing this Contract, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read and understands all contracting requirements as contained in this Contract and the Exhibits and Attachments hereto.

39. Payment Procedures; Prompt Payment of Subcontractors.

For Work Accepted by the City the Contractor shall furnish invoices to the City. All invoices shall be sent to the City of Yakima, c/o the Finance Department. All invoices shall contain the following information:

- A. Invoice date
- B. Purchase order number (if provided by the City)
- C. Ship to address/location
- D. Remit address
- E. Item number(s)
- F. Description of supplies or services
- G. Quantities
- H. Unit prices
- I. Subtotal and totals amount
- J. Discount terms or amount, if applicable
- K. Applicable sales tax with correct tax rate based on destination.

For each item invoiced, provide the complete description of the products, services, phases or milestones accepted, hours worked and Contract hourly rates, or authorized fees.

The City will not be bound by prices contained in an invoice that are higher than those in Exhibit B, or if not used as part of this Contract, then the current price list for this Contract approved by the City. Within thirty (30) Days after receipt of an invoice, the City shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the City will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the City.

40. Pricing.

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the City. The Contractor shall provide documentation satisfactory to the City in support of its request. The City reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the City shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

41. Shipping Charges

All prices shall include freight FOB to the designated delivery point. The City shall reject requests for additional compensation for freight charges.

42. Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract; provided, however, "force majeure" shall not include the COVID-19 pandemic which is ongoing as of the date of the execution of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

43. Severability.

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such

provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

44. Background Checks.

Contractor warrants and represents that each and every Contractor employee can meet the following requirements: (a) No convictions within the past ten (10) years for crimes involving computers, moral turpitude, including fraud, perjury, dishonesty; and (b) No adverse employment actions within the past ten (10) years regarding dishonesty or the use or misuse of computers.

Contractor employees needing access to secure areas, records, or systems may be required to complete a security/background check by the City. The City may require Contractor's employees, agents, consultants or Subcontractors to complete a brief questionnaire and complete fingerprinting as part of the investigation process. The required background check will review and evaluate driving records, criminal records, employment histories, military records, personal and employment references and related information. Contractor employees failing the background check may, at the sole discretion of the City, be restricted from working within secured areas or with City systems in any capacity. The Contractor will assign alternative staff who have passed the background check to meet the requirements of the Contract.

45. Subaward Language.

Pursuant to 2 C.R.F. Part 200.320, an agency must make a determination whether the scope of work falls under a Subrecipient or Contractor relationship. The non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

A. Subrecipients. A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

i. Determines who is eligible to receive what Federal assistance;

ii. Has its performance measured in relation to whether objectives of a Federal program were met;

iii. Has responsibility for programmatic decision making;

iv. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and

v. In accordance with its agreement, uses the Federal funds to carry out a program

for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

B. Contractors. A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

i. Provides the goods and services within normal business operations;

ii. Provides similar goods or services to many different purchasers;

iii. Normally operates in a competitive environment;

iv. Provides goods or services that are ancillary to the operation of the Federal program; and

v. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

C. Use of Judgment in Making Determination. In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

If the agency determines that the scope of work falls under a subrecipient relationship, all of the information below must be included in any subaward agreement:

<i>(i) Subrecipient agency name (which must match the name associated with its unique entity identifier);</i>	People For People
<i>(ii) Subrecipient agency's unique entity identifier (i.e. DUNS);</i>	14-440-6667
<i>(iii) Federal Award Identification Number (FAIN) or Federal;</i>	CFDA 21.027
<i>(iv) Federal Award Date;</i>	March 3, 2021 through December 31, 2024
<i>(v) Subrecipient agency Period of Performance Start and End Date;</i>	March 3, 2021 through December 31, 2024
<i>(vi) Amount of Federal Funds Obligated to the subrecipient agency by this action;</i>	Ninety-Nine Thousand Six Hundred Twenty and 28/100 Dollars (\$99,620.28)
<i>(vii) Total Amount of Federal Funds Obligated to the subrecipient agency;</i>	Ninety-Nine Thousand Six Hundred Twenty and 28/100 Dollars (\$99,620.28)
<i>(viii) Total Amount of the Federal Award committed to the subrecipient;</i>	Ninety-Nine Thousand Six Hundred Twenty and 28/100 Dollars (\$99,620.28)
<i>(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)</i>	CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS – CITY OF YAKIMA, Public Health Category

(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official	Federal Awarding Agency: DEPARTMENT OF THE TREASURY Pass-Through Entity: CITY OF YAKIMA Jennifer Ferrer-Santa Ines Finance Director Jennifer.ferrer@yakimawa.gov
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA 21.027 Coronavirus State and Local Fiscal Recovery Funds
(xii) Identification of whether the award is R&D; and	No
(xiii) Indirect cost rate for the Federal Award	N/A
Is the agency a subrecipient for the purposes of this agreement?	Yes

The subawardee must be in compliance with the below and must note the required information in their subaward agreements:

- (1) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and**
- (2) Appropriate terms and conditions concerning closeout of the subaward.**
- (3) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;**
- (4) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;**
- (5) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:**
 - (a) The subrecipient's prior experience with the same or similar subawards;**
 - (b) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;**
 - (c) Whether the subrecipient has new personnel or new or substantially changed systems; and**
 - (d) The extent and results of Federal awarding agency monitoring (e.g., if the**

subrecipient also receives Federal awards directly from a Federal awarding agency).

- (6) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.**
- (7) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:**

 - (a) Reviewing financial and performance reports required by the pass-through entity.**
 - (b) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.**
 - (c) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.**
- (8) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:**

 - (a) Providing subrecipients with training and technical assistance on program-related matters; and**
 - (b) Performing on-site reviews of the subrecipient's program operations;**
 - (c) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.**
- (9) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.**
- (10) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.**
- (11) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.**

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

CITY OF YAKIMA

PEOPLE FOR PEOPLE

Robert Harrison, City Manager

Madelyn Carlson, CEO

Date

Date

Attest:

City Clerk

Resolution: R-2023-_____
Contract 2023-_____

EXHIBIT A - SCOPE OF WORK

Scope of Work

RFP 12238P Community Partnership Development Services called for proposals from 501 (C) (3) non-profit agencies to partner with the City of Yakima for ARPA funded projects. Qualified submittals had to meet Section 2, Responding to Public Health Emergency/Negative Economic Impacts, of the Department of Treasury State and Local Fiscal Recovery Funds guidelines.

The proposal submitted from People for People met the eligibility requirements as outlined in section 2.1-Food Programs (Food assistance as a Senior Nutrition Program) in line with the final rule guidelines issued by the U.S. Department of the Treasury. The scope of work with this award will allow People for People to purchase needed equipment to help meet the increasing demand for their services to provide meals to the city's vulnerable seniors that have been affected by the COVID-19 pandemic.

EXHIBIT B - PRICE ATTACHMENT



PEOPLE FOR PEOPLE

COMMERCIAL KITCHEN EQUIPMENT			
Cost Category	Quantity	Unit Price	Total Amount
Pratica (Rapid Cook Oven)	1	\$11,751.00	\$11,751.00
Bread Proofer	1	\$3,629.00	\$2,629 .00
Triple 5 Quart Soup Warmer	1	\$779.00	\$779.00
Three Pan Open Well Steam Tables	2	\$1,779.00	\$3,558.00
Handwashing Sink-Café Prep	1	\$305.00	\$305.00
Refrigerated Sandwich Prep Table-3 Door	1	\$5,554.66	\$5,554.66
Espresso Machine	1	\$5,882.84	\$5,882.84
Gallon Dual Coffee Brewer	1	\$2,200.00	\$2,200.00
Coffee Station Cupboard	1	\$4,000.00	\$4,000.00
Oliver 1908-Sealer	1	\$25,500.00	\$25,500.00
Electric Cooktop/Hot Plate-demos	1	\$1,100.00	\$1,100.00
Gas Range	1	\$9,992.00	\$9,992.00
Café Tables	10	\$500.00	\$5,000.00
Café Chairs	28	\$50.00	\$1,400.00
Commercial Washer & Dryer	2	\$4,830.00	\$9,660.00
Handwashing Sinks-Kitchen	7	\$305.00	\$2,135.00
Mop Sink	1	\$624.00	\$624.00
Subtotal			\$92,070.50
Tax 8.2%			\$7,549.78
TOTAL			\$99,620.28

304 West Lincoln, Yakima, WA 98902, (509) 248-6726

We are an Equal Opportunity Agency and provider of employment & training and social services. Auxiliary aids and services are available upon request to individuals with disabilities. TTY 711

EXHIBIT C - CONTRACTOR'S PROPOSAL

LETTER OF INTRODUCTION

August 5, 2022

Maria Mayhue, Purchasing Manager
City of Yakima
129 North 2nd Street
Yakima WA 98902

Dear Maria Mayhue,

First, we would like to thank the City of Yakima for their ongoing support of People For People over the years. People For People, a 501(c)(3), with a mission to strengthen communities with resources and opportunities to empower people and enrich lives. With the support from the City of Yakima, we have helped hundreds of homebound seniors living within the City of Yakima to have nutritious meals delivered to their homes allowing them to age in place, maintain independence, and have improved health.

We appreciate that the City of Yakima understands the importance of community partnerships and how these partnerships meet the varying community needs. With an award of \$99,620.28, through the American Rescue Plan Act (ARPA) grant, our Meals On Wheels Senior Nutrition Program, will purchase much needed equipment to help meet the increasing demand of our services to the city's vulnerable seniors. During the COVID-19 pandemic, we saw a large increase in the number of seniors who needed our assistance with food. Our demand increased from 10,000 meals provided a month to over 14,000. The purchase of the new equipment for our commercial kitchen will allow us to operate more efficiently and provide additional nutritious meals for the seniors in the City of Yakima.

We are in receipt of RFP 12238P-Community Partnership Development Services and 12238P Addendum No. 1. The enclosed proposal meets the requirements of the RFP as outlined, by providing a community partnership plan, identifying our qualifications of providing similar services, and outlining our cultural competency plan. You will also find our references that can attest to their first-hand knowledge of our experience. As indicated in 12238P Addendum No.1. Community Partnership Development Services, we have determined that our non-profit status as well the description of our fund usage will meet the eligibility requirements as outlined in Section 2.1 in Addendum No.1 for food assistance as a Senior Nutrition Program.

If you have any questions, please feel free to contact me, as the Proposal Representative.

Sincerely,



Madelyn Carlson
People For People, CEO
P: 509-248-6726 Ext. 201
E. mcarlson@pfp.org
302 W. Lincoln Ave
Yakima WA 98902





People For People Proposal Submission RFP 12238P
City of Yakima- Community Partnership Development Services

- 1. Letter of Introduction** - Included
- 2. Financial Capability** - See attached: *People For People Single Audit Report 2020 and 2021*
- 3. Community Partnership Plan**

Provide a detailed description of the proposed partnership program plan including the following:

A. Overview of program

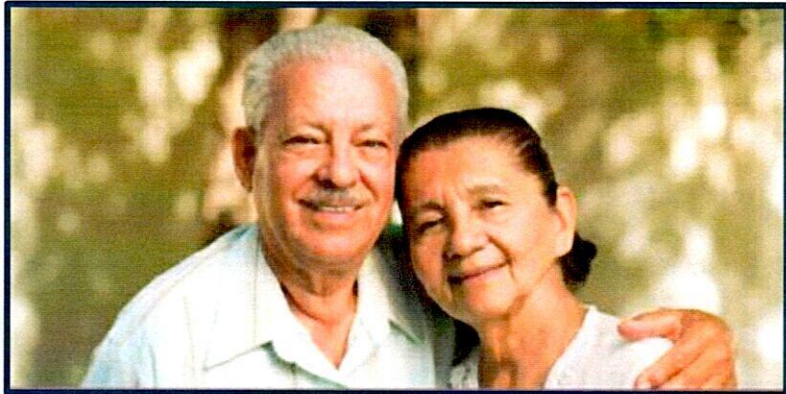
In 1965, People For People (PFP) was founded in Yakima as a 501(c) (3) by a small group of dedicated community members who shared a vision - to wage war on poverty and lend support to those needing it the most. People For People's mission is to strengthen communities with resources and opportunities to empower people and enrich lives. For 57 years, People For People continues to provide services in Yakima and has also expanded services to 20 rural and isolated counties of eastern and central Washington through a range of programs including Employment and Training, Senior and Special Needs Transportation, Non-Emergency Medical Transportation, Greater Columbia 2-1-1 call center for information and referral, and Senior Nutrition Services (Meals on Wheels), the focus of this funding request. Currently, People For People has 174 staff.

Meals On Wheels operates a home-delivery service as well as provides meals to seniors at seven dining sites in Yakima County including three within the city of Yakima. The program also provides farmers market vouchers; emergency stable meals; supplies such as shoes, walkers, and microwaves; pet food; and holiday gifts. Due to COVID-19, the seven dining rooms had to shut down, and we saw a large increase in the number of seniors who needed our assistance with food, from 10,000 meals provided a month to over 14,000. We went from having eight

home delivery routes to 19 routes due to the increased request of home-delivered meals. We cooked approximately 2,200 meals per week before the pandemic and now cook over 4,500+ meals per week. In May 2022, we were able to reopen our congregate dining sites to in-person meals. We are currently working with the City of Yakima to open another dining site at Washington Fruit Community Center in September 2022. Our seniors are slowly returning to in-person dining if they are able and feel comfortable.

Demand for nutritious meals continues to grow and unfortunately, the current system in which we operate is inefficient and takes time and resources away from our main goal – feeding seniors. We operate an

administrative office and warehouse at one location, which is too small to store, prepare, and package meals. Once we receive the food at the warehouse, it is transported to one of three shared community kitchens to be cooked and served at one



of the dining sites or to be frozen for home-delivered meals. The frozen meals are then transported back to our warehouse and packaged into seven-day meal packs. From the warehouse the meals are delivered to our homebound seniors. There are increased costs with the transport of products and meals from warehouse to kitchen and back. Using three shared community kitchens also requires cooks and staff at each location as well as staff at the warehouse. It is difficult to maintain consistent services when a staff person is out ill or on vacation. An inefficient and imperfect system should not impact our ability to provide meals to our seniors.

To help us focus all our time and resources on our seniors, we propose a central site – one administrative office, one warehouse, one kitchen, and one delivery site, as well as a small café, where seniors can enjoy a meal. We will continue to offer meals at the seven dining sites. Since COVID-19, we provide more frozen meals and had to purchase freezers for four of our sites/kitchens (three are flash freezers) and our administrative office/warehouse. Due to lack of space, one of the freezers had to be stored in our transportation garage.

Because of the increased inefficiencies and barriers to effectively serve all our seniors, People For People's project– 'BUILDING HOPE, FEEDING SENIORS, Why MEALS ON WHEELS needs a new home' – will improve People For People's Meals On Wheels' efficiency of food preparation and delivery to seniors in Yakima.



While Meals On Wheels is successful, it is also fraught with inefficiencies we fear may impact our ability to grow and maintain the number of seniors that we provide nutritious meals. We have purchased two acres of land for \$484,544 for the new kitchen site and raised over \$620,000 through community donations, pledges, and grants. Our goal is to raise \$2 million dollars to fund the construction of a 6,000 square foot commercial kitchen, as well as the necessary equipment we will need to efficiently provide these services. We are confident that with more public awareness during the pandemic, the community will continue to be responsive to the needs of our seniors and support this project. The project will be successful because it will centralize our services and better serve our seniors, who make up a growing number of the county's population.

Meals On Wheels will operate successfully after it relocates to a new site – nothing will change there - but costs, duplications, and inefficiencies will be eliminated. We currently lease space at several locations to operate our service. The new kitchen will eliminate those costs. Staff must travel among several locations and vehicles travel back and forth, delivering food to different kitchens, and then picking up and delivering meals. The cost to transport between warehouse and kitchen will be eliminated. More efficient use of cooking staff, who currently have to work more than one site assures the longevity and success of Meals On Wheels. One site, one kitchen, one location to receive, store, prep, cook, prepare, and deliver meals assures our self-sustainability.

Our request of \$99,620.28 is to help fund the necessary commercial equipment and supplies for the new kitchen.

Our current inefficient and overburdened system, with staff and resources scattered among several facilities, affects our ability to focus entirely on who most needs our services – the many low-income seniors of our county who can, at least for one meal a day, count on People For People. Help us to assure, expand and enhance our ability to answer the question of 'who will help me'? People For People will help you! We very much appreciate your consideration of our request.

B. Service capacity (number of individuals to be served)

In 2021 we served 602 individuals in the city of Yakima with a total of 89,985 meals. Through July of 2022, we have already served 595 seniors in Yakima with a total of 65,815 meals. As of today, we have surpassed the 2021 totals with five additional months to go in the current contract period. Due to the closure of our dining sites, our system was modified to allow for pick-up of a seven-day supply of frozen meals in the parking lots of our dining sites as well as increased home delivered meals. We anticipate those numbers ever-increasing even with the reopening of our congregate dining rooms in May! The new kitchen will allow us to serve additional seniors by allowing increased efficiencies and cost savings. In addition to increasing our capacity to make and serve meals, having a central kitchen will allow the program to continue to provide well-being checks to homebound seniors and check-in with the seniors during local disasters or emergencies. Throughout the pandemic we were able to call each client regularly to check-in with them, see how they were doing, and minimize the loneliness that many homebound seniors were experiencing.

C. Proposer staffing overview and qualifications

The Meals on Wheels program currently operates with 20 staff and 75 volunteers. Several of those positions have been temporarily funded through a Hunger Relief grant that will likely end prior to the end of 2022. We are working hard on our volunteer coordination and recruitment so we can sustain the current level of service as we move into the future. Volunteers help deliver meals, serve meals at congregate dining sites, prepare pet food for distribution, prep food, and pack and freeze frozen meals. The dedication of volunteers allows us to save money and provide more meals.

We have very experienced leadership at People For People that helps to manage the Meals on Wheels staff, daily operations, and fiscal compliance. PFP's CEO, Madelyn Carlson has over 35 years of experience managing local, state, and federal grants and eleven years working directly with the Meals on Wheels program. Our Director of Social Services, Stacy Kellogg, oversees the Meals on Wheels program and has 30 years of experience providing social services in Yakima County and managing staff and grant funded programs. Our CFO, Marcy McDonald has been working within the non-profit sector managing the fiscal requirements of a vast variety of local, state, and federal grants for over 28 years. The Meals on Wheels Manager, Lorena Fernandez, has been with the program for over eleven years, starting as a volunteer because she had such a passion for the work. We have created a strong, dedicated, experienced workforce who not only has the qualifications and skills to provide our seniors with a quality service, but also have a deep belief in the importance of the work they are doing.

D. Intended outcomes

Measures that demonstrate our project's success include:

- Improve Meals on Wheels efficiencies and barriers to effectively serving all seniors;
- Improve efficiency in food prep and delivery to seniors;
- Allows for the expansion of services;
- More seniors receive a meal, check-in, and socialization;
- Kitchen is available 24 hours per day;
- Warehouse supplies do not need to be transported to various kitchens for preparation of meals;
- Reduction of backup positions;
- Co-locating management staff, office, and kitchen staff improves communication, cross training, and program support;
- The number of seniors who receive meals through MOW increases by at least another 10% in the first year and by 20% in the second year;
- Cost savings from efficiency of operations such as gasoline, equipment, utilities, vehicles, staffing, time traveling among several sites, and duplication of tasks;
- Improved food preparation and cooking, sanitation, and discontinued uncertainty of using shared locations and equipment;
- More seniors report in an annual survey that they have an improved quality of life, regular access to food, the ability to age at home, and the opportunity to socialize with other seniors; and most importantly...-
- **No senior who needs food is turned away!**

E. Project timeline

August 2020 - Purchased two-acre parcel

Spring 2021 - Capital Campaign-Soft Launch

Summer 2022 - Finalize Commercial and Engineering Design

Fall 2022 - Request Formal Construction Proposals

Spring 2023 - Groundbreaking with final pledges and contributions at \$2 million.

October 2023 - Construction Completed, Equipment Purchased, and Grand Opening

F. Literature Citation(s) providing evidence of benefits to be realized by the community from the proposed program

The need for senior nutrition is documented in SE WA Aging & Long-Term Care 2020-2024 Area Plan¹"The fastest growing demographic in the US is individuals aged 80 and over. Nutrition services improve the health of participants and prevent more costly interventions. Adequate nutrition is essential for healthy aging and the prevention of disease."

In a study conducted by Brown University, *More than a Meal – Medicare Claims Analyses*², they determined that adults 60 years of age and older who receive meal service delivery experience the greatest improvements in health and quality of life. Respondents who received daily-delivered meals were more likely to exhibit:

- Improvement in mental health (i.e., anxiety)
- Improvement in self-rated health
- Reductions in the rate of falls
- Improvement in feelings of isolation and loneliness
- Decreases in worry about being able to remain in home

The study also identifies that Meals On Wheels recipients' healthcare utilization and costs declined post-enrollment periods compared to the equivalent amount of time before enrollment.

¹ Southeast Washington ALTC Council of Governments, Area Plan, [Area Plan \(altc.washington.com\)](http://altc.washington.com), 2022.

² Brown University's Center for Gerontology and Healthcare Research, *More than a Meal Medicare Claims Analyses*, [Medicare Claims Analyses \(mealsonwheelsamerica.org\)](http://mealsonwheelsamerica.org), 2016.

G. Financial plan with breakdown of anticipated costs and payment/funding schedule
Proposal Request from City of Yakima RFP 12238P

TOTAL PROJECT COST	
Land- 2 acre parcel	\$484,544
Capital Campaign volunteer management supplies	\$62,000
Construction & landscape for 6,000 sq.ft. commercial kitchen	\$1,740,000
Commercial design and engineering design	\$40,000
Commercial Equipment & Installation	\$400,000
PROJECT TOTAL	\$2,726,544

The land has been purchased with agency reserves and the capital campaign has received over \$600,000 in donations and pledges.

People For People is requesting support for the purchase of the following commercial kitchen equipment.

COMMERCIAL KITCHEN	
Cost Category	Amount
Pratica (Rapid Cook Oven)	\$11,751.00
Bread Proofer	\$2,629 .00
Triple 5 Quart Soup Warmer	\$779.00
2 Three Pan Open Well Steam Tables	\$3,558.00
Handwashing Sink-Café Prep	\$305.00
Refrigerated Sandwich Prep Table-3 Door	\$5,554.66
Espresso Machine	\$5,882.84
Gallon Dual Coffee Brewer	\$2,200.00
Coffee station Cupboard	\$4,000.00
Oliver 1908-Sealer	\$25,500.00
Electric Cooktop/Hot Plate-demos	\$1,100
Gas Range	\$9,992.00
Café Tables	\$5,000.00
Café Chairs	\$1,400.00
Commercial Washer & Dryer	\$9,660.00
7 Handwashing Sinks-Kitchen	\$2,135.00
Mop Sink	\$624.00
Subtotal	\$92,070.50
Tax	\$7549.78
TOTAL	\$99,620.28

4. Qualifications

A. Experience:

1) Explain the qualifications your organization has to provide the proposed services

In 1965 People For People (PFP) was established as a non-profit corporation in Yakima, Washington. Over the past 57 years, People For People has continued to expand to meet the request needs of rural communities. The following is a chronological list of services that People For People currently provides.

People For People's Programs and Services			
Start Date	Division	Service Area	Description of Service
1965	Employment and Training Services	Yakima, Kittitas, Klickitat, and Skamania	Employment and Training services are provided for adults under the Workforce Innovations & Opportunities Act and WorkFirst as well as special projects designed to provide training and support for individuals to gain and retain employment.
1982	Yakima Transportation	Yakima County	Paratransit and fixed-route transportation is provided to citizens that live outside the boundaries of public transportation in Yakima County.
1989	Medicaid Brokering Transportation Service	Benton, Chelan, Columbia, Douglas, Franklin, Kittitas, Okanogan, Yakima, and Walla Walla	Brokered transportation are provided to Medicaid eligible individuals in order to access health care services in their communities or for specialty care in areas such as Seattle
1990	Moses Lake Transportation	Grant, Adams, and Lincoln	Coordinated transportation service is provided through contracts with GTA and federal, state, and local funding.
2005	Greater Columbia 2-1-1	16 Eastern Washington Counties	Greater Columbia 2-1-1 provides information and referral services and disaster response to all 16 counties in Eastern Washington.
2009	Basic Food Outreach	35 Washington Counties	Coordinates Basic Food Outreach to 35 Washington counties and assists individuals with the application process through the Greater Columbia 2-1-1 call center.
2011	Senior Nutrition	Yakima County	Senior nutrition services are provided at seven congregate meal sites and for home delivered meals (Meals on Wheels).
2013	Long-Term Care Ombudsman Program	Kittitas and Yakima	Volunteers and staff advocate for the rights of residents in long-term care facilities.

The following map identifies the counties and services People For People provides.



2) Describe your experience in providing similar services

People For People began operating the Senior Nutrition Meals on Wheels program in 2011.

Prior to that the service was provided by Yakima County. At that time, we had experience working with our local Area Agency on Aging- Aging and Long Term Care of Southeast Washington, providing transportation services to seniors and individuals with disabilities. As a provider of Non-Emergency Medical Transportation



(NEMT), we have been providing medical transportation brokering services to individuals on state Medicaid health insurance through a call center located in Yakima. This service works with low-income individuals, seniors, and people with disabilities to ensure they can get to their medical appointments and receive the treatment they need in a timely manner. People For People, through a contract with DSHS, is the current Master Contractor for the Basic Food Outreach Program overseeing 21 subcontractors throughout the state to ensure people are aware of and informed about the Basic Food-SNAP program. As a provider of 211 information

and referral services, our call specialists can complete basic food applications over the phone for individuals and provide simple, timely access to the service. Through a partnership with Washington State Department of Social and Health Services (DSHS) and Food and Nutrition Services (FNS) federally, PFP was asked to participate in a pilot program to look at why the number of seniors that apply for SNAP is so low in comparison to how many are eligible. With the last eleven years of experience providing the Meals on Wheels program in Yakima County, coupled with our vast experience in providing diverse services to vulnerable individuals throughout the last 57 years, PFP is positioned well to continue to bring efficiencies and outstanding customer service to our seniors on Meals on Wheels. The new kitchen and equipment will allow us to take that step to the next level with increased capacity and quality of service to our seniors.

3) Describe existing partnerships that may contribute to your success

As stated in question 2 above, we have had a strong relationship with Aging and Long-Term Care of Southeast Washington as the contractor of both the Senior Nutrition programs and transportation services. PFP has partnered with the City of Yakima to assure that residents who need Meals on Wheels services receive nutritious meals. We currently have a contract with the City of Yakima to address the effects arising from the pandemic with food insecurity by providing home delivered meals to senior citizens in Yakima. We have been providing meals to individuals 55+ in Yakima for the last year through this partnership.

People For People, as a provider of Employment and Training services, has an established partnership with South Central Workforce Development Council. We have utilized participants to work with the Meals on Wheels program to help meet the service needs with a limited budget, while giving the trainees and volunteers work experience and skills to find and maintain employment and self-sufficiency.

We established a capital campaign committee comprised of community leaders who have successfully raised millions of dollars on capital projects in Yakima County. People For People regularly receives grant funds and seeks funding for this project from organizations, businesses, and foundations. PFP's Capital Campaign committee is led by Maureen Adkison and Ryan Messer and has partnered with a diverse group of organizations to support this effort - United Way of CW, Latino Community Fund, YV Community Foundation, YV Farm Workers Clinic, Mt. Adams Orchard, Albertsons, Heartlinks Hospice, Yakima Downtown Rotary, Albertsons, Harvest Foundation, Health Alliance Northwest, Tamaki Foundation, Group Health Foundation, GESA Credit Union, National Association of Nutrition and Aging Services, and Franz Bakery. In addition, we have received financial support in the form of donations from individuals and community members that understand the goal of this project and how it will greatly benefit Meals on Wheels services now and position us as we continue to grow in the future. We are grateful for the generosity of our Yakima community!

4) Provide a copy of your current 501 (C) (3) non-profit tax status- Attached

5) Describe your experience working with federal funding

People For People is financially sound and administers a \$22 million annual budget. We have been awarded and successfully managed numerous federal, state, local, and private financial resources for over 57 years with excellent audit records that have resulted in no disallowed costs. The corporation's financial systems safeguard funds and adhere to all federal and state laws, regulations and OMB Circulars governing non-profit corporations. Specifically, our financial system complies with the Generally Accepted Accounting Principles (GAAP) and 2 CFR Part 200 (OMB's Uniform Guidance and Single Audit). The financial integrity and accountability of the corporation is verified by annual corporate audits conducted by an independent auditing firm. In addition to the independent audit, People For People's financial systems are monitored and tested for accuracy and accountability by local, state, and federal monitoring teams. We consistently demonstrate a fiscally strong corporation with policies and procedures to safeguard the expenditure of public and non-public funds. *See Attached Single Audit 2020 – 2021.*

B. Cultural Competency: Describe your plan for ensuring partnership activities will serve the cultural, economic, language, and other unique characteristics of the community.

In Yakima County, individuals over age 60 make up 19% of the population and that number is growing. Yakima County is a diverse community, where nearly 50% of the residents are Latinx. Of this number, 22% are living in poverty. The Meals on Wheels program hires staff and recruits volunteers that are representative of the diversity in our communities. Many of our program staff are bilingual/bicultural (English/Spanish) and have a passion to serve their neighbors. Lorena Fernandez, Meals On Wheel Program Manager is bilingual (English/Spanish) and provides leadership and oversight for serving our communities' seniors. While there is not an income requirement for Meals on Wheels program eligibility (it is needs-based), our most vulnerable home-bound seniors without strong social supports are prioritized due to their isolation and inability to purchase and cook nutritious meals. A meal delivery from our program staff and volunteers provides a chance for socialization and for a quick wellness check, as well as a delicious, nutritionally rich meal. PFP promotes a diverse, intergenerational workforce, and we have volunteers and staff who are seniors themselves working in our programs.

People For People has a long history of diverse Board of Directors representation that reflect the demographics of our eastern Washington communities. Our current Board of Directors includes two individuals that have a history of providing service to the Yakama Nation and are tribal members. One member represents healthcare in a the very rural county of Kittitas, serving as the CFO of Kittitas Valley Healthcare. Representation includes a Hispanic female

attorney, and individuals representing nutrition services, marketing, and real estate. People For People staff also reflect the clients that we serve, including a significant percentage of employees that are both bilingual English and Spanish, and bicultural. As a provider of Employment and Training services, PFP has trained and hired individuals that sought services at PFP to gain education and employment and work to reduce the barriers in their lives. The staff have an empathy that goes beyond a job description. It is often through lived experience that our board and staff so compassionately assist our clients. People For People is dedicated to incorporating diversity, equity, and inclusion (DEI) in all that we do, from hiring staff to serving clients and better understanding the barriers that keep individuals from accessing services.

Our Diversity Equity and Inclusion (DEI) statement continues to be in-progress and fine-tuned as we receive training and learn how to more effectively incorporate DEI in all that we do.

People For People's DIVERSITY, EQUITY, and INCLUSION Statement:

Diversity- Our unique characteristics that, as individuals, identify us.

Equity- Equal treatment, access, opportunity, and advancement for all people, while identifying and removing barriers that may prevent one from reaching their full potential.

Inclusion- Creating a culture of belonging and value. Everyone is respected and encouraged as individuals.

People For People values the richness of experience, perspective, and collaboration that a diverse and equitable workforce brings. Diverse, equitable, and inclusive practices enrich the lives of those we serve and the workplace. People For People is committed to fostering and maintaining a work environment where diversity, equity, and inclusion (DEI) are fully integrated into everything we do for the benefit of our employees and the clients that we serve. We believe that this guides how we do our work and strengthens the social impact in our community. We believe that diversity is the presence and celebration of differences that enriches our workplace, including identity-focused characteristics, such as race, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical or mental ability, race religion, sexual orientation, socio-economic status, veteran status, age, and other characteristics that make individuals unique. We also believe that equity is the presence of and commitment to fair treatment, access, and opportunity for all, where individuals are not at a disadvantage because of their identities. And we believe that inclusion is how we demonstrate our commitment to diversity and equity and is at the center of our efforts to build an intentional culture that fosters feelings of belonging and honors the differences of our staff, clients, and partners. Inclusion ensures that individuals with different identities are valued, leveraged, and welcomed within our workplace. As this work is ongoing, learning should be constant. Should we improperly represent our intention as stated above, we ask for grace and welcome the opportunity for communication.

5. References:

1. Name: Amy Martinez, CEO

Agency: South Central Workforce Council

Phone: 509-574-1950

Email: amy.martinez@co.yakima.wa.us

2. Name: Lori Brown, Executive Director

Agency: Southeast Washington Aging and Long-Term Care

Phone: 509-965-0105

Email: lori.brown@dshs.wa.gov



Madelyn Carlson

People For People, CEO

Address any reply to: 1140 W. 1200 South, Ogden, Utah 84201

Department of the Treasury

**Internal Revenue
Service Center
Western Region**

Date:

April 11, 1975

In reply refer to:

610611:nb



People for People
Manpower Division
PO Box 1665
Yakima, WA 98901

Re: EIN 91-0783225
Form 940
Year(s) 1971, 1972, 1973, 1974

Gentlemen:

Our records show that you have been granted tax exempt status as a nonprofit organization described in Section 501(c) (3) of the Internal Revenue Code. You are therefore exempt from federal unemployment tax and we are abating this tax for the periods shown above. You will receive a notice of corrections made to the above accounts.

Please destroy any Federal Tax Deposit Cards, Form 508, for depositing 1975 federal unemployment tax, you may receive.

If you have any questions concerning this correspondence, you may call Carol Keesler at 801-399-6525. However, this is not a toll-free number.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Gerald D. Giles".

Gerald D. Giles
Chief, Correspondence Section

EXHIBIT D - CIVIL RIGHTS CERTIFICATION

CIVIL RIGHTS CERTIFICATION FORM

The funds provided to the grantee named below (hereinafter referred to as the "Grantee") are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act.

Grantee understands and acknowledges that:

As a condition of receipt of federal financial assistance from the Department of the Treasury, with monies distributed through the City of Yakima, Grantee provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to Grantee, 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 Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of Grantee's program(s) and activity(ies), so long as any portion of Grantee's program(s) or activity(ies) is federally assisted in the manner prescribed above

Grantee certifies the following:

1. 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 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. Grantee 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). 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 the Department of the Treasury's implementing regulations. Accordingly, Grantee 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. 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.
3. Grantee agrees to consider the need for language services for LEP persons when Grantee 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>.
4. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and its successors, transferees, and assignees for the period in which such assistance is provided.
5. Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Grantees 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

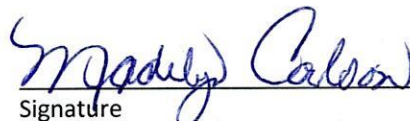
implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal 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. Grantee 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 Grantee, 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 Contractor for the period during which it retains ownership or possession of the property.
7. Grantee 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. Grantee shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Grantee 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. Grantee also must inform the Department of the Treasury if Contractor has received no complaints under Title VI.
9. Grantee 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 agreements between the Contractor and the administrative agency that made the finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. 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.

I hereby certify that I have read and understood the obligations described above, that Grantee is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

Madelyn Carlson
Printed Name

CEO
Title



Signature

11-1-2022
Date

EXHIBIT E - LOBBYING CERTIFICATION

LOBBYING CERTIFICATION FORM

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as attached.

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

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

I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

Madelyn Carlson
Printed Name

CEO
Title


Signature

11-1-202
Date

EXHIBIT F - COST CERTIFICATION

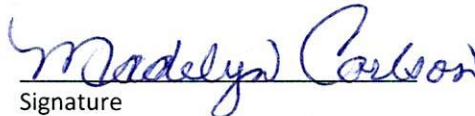
COST CERTIFICATION

I certify that:

1. I have authority and approval from the governing body on behalf of People For People ("Grantee") to accept proceeds from the City of Yakima (the "City") per the Agreement by and between the City and Grantee from the City's allocation of the Coronavirus Local Fiscal Recovery Fund ("CLFR") as created by the American Rescue Plan Act of 2021, Section 9901 ("ARPA") for eligible expenditures included on the corresponding invoice voucher for report period March 3, 2021 through December 31, 2024.
2. I understand that as additional federal guidance becomes available, an amendment to the Contract between the City and Grantee may become necessary and agree to execute necessary amendments.
3. I understand the City will rely on this certification as a material representation in processing reimbursements or payment requests.
4. I understand the Grantee receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced to the City upon request and may be subject to audit by the State Auditor.
5. I understand any funds provided pursuant to this certification cannot be used for expenditures for which Grantee has received any other funding whether state, federal or private in nature, for that same expense.

I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

Madelyn Carlson _____
Printed Name


Signature

CEO _____
Title

11-1-2022 _____
Date

EXHIBIT G – WRITTEN JUSTIFICATION FOR USE OF FUNDS



PEOPLE FOR PEOPLE

JUSTIFICATION FOR FUNDING

Meals On Wheels operates a home-delivery service as well as provides meals to seniors at seven dining sites in Yakima County including three within the city of Yakima. The program also provides farmers market vouchers; emergency stable meals; supplies such as shoes, walkers, and microwaves; pet food; and holiday gifts. Due to COVID-19, the seven dining rooms had to shut down, and we saw a large increase in the number of seniors who needed our assistance with food, from 10,000 meals provided a month to over 14,000. We went from having eight home delivery routes to 19 routes due to the increased request of home-delivered meals. We cooked approximately 2,200 meals per week before the pandemic and now cook over 4,500+ meals per week. In May 2022, we were able to reopen our congregate dining sites to in-person meals. We are currently working with the City of Yakima to open another dining site at Washington Fruit Community Center in September 2022. Our seniors are slowly returning to in-person dining if they are able and feel comfortable.

Demand for nutritious meals continues to grow and unfortunately, the current system in which we operate is inefficient and takes time and resources away from our main goal – feeding seniors. We operate an administrative office and warehouse at one location, which is too small to store, prepare, and package meals. Once we receive the food at the warehouse, it is transported to one of three shared community kitchens to be cooked and served at one of the dining sites or to be frozen for home-delivered meals. The frozen meals are then transported back to our warehouse and packaged into seven-day meal packs. From the warehouse the meals are delivered to our homebound seniors. There are increased costs with the transport of products and meals from warehouse to kitchen and back. Using three shared community kitchens also requires cooks and staff at each location as well as staff at the warehouse. It is difficult to maintain consistent services when a staff person is out ill or on vacation. An inefficient and imperfect system should not impact our ability to provide meals to our seniors. To help us focus all our time and resources on our seniors, we need a central site – one administrative office, one warehouse, one kitchen, and one delivery site, as well as a small café, where seniors can enjoy a meal.

People For People's new facility will need equipment and supplies to efficiently prepare nutritious meals and furnishings for seniors to enjoy a meal onsite.

Sincerely,

Madelyn Carlson
People For People, CEO

304 West Lincoln, Yakima, WA 98902, (509) 248-6726

We are an Equal Opportunity Agency and provider of employment & training and social services. Auxiliary aids and services are available upon request to individuals with disabilities. TTY 711

EXHIBIT H - RECIPIENT AGREEMENT: US TREASURY AND CITY OF YAKIMA

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

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

Recipient name and address: City of Yakima 129 N 2nd St Yakima, Washington 98901	DUNS Number: 078212651 Taxpayer Identification Number: 916001293 Assistance Listing Number and Title: 21.027
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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) authorizes 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.

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

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name: Robert Harrison
Authorized Representative Title: City Manager
Date Signed: _____

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft
Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs
Date Signed: May 17, 2021

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 STATE 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 sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- 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 it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- 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 sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 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 sections 602 and 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 sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 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 City of Yakima 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 sections 602(e) and 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.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE 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 City of Yakima (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. This assurance applies 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 this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed 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 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 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 during development of applicable budgets and when conducting 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 LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance 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. That is, 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 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 he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official:

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.