

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) Young Women Christian Association		(ii) Unique Entity Identifier (i.e., DUNS) TIN 91-0565563	City of Yakima Number for This Agreement
(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 3, 2021 – December 31, 2026	(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds Obligated to the agency by this action: \$2,000,000	(viii) Total Amount of Federal Funds Obligated to the agency \$2,000,000	(ix) Total Amount of the Federal Award Committed to the agency \$2,000,000	
(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	Young Women Christian Association
Name:		Name:	Cheri Kilty
Title:		Title:	Executive Director
Signature:		Signature:	
Date:		Date:	

If you require accommodation to access this form, alternate formats are available upon request

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

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 February 7, 2023 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.**

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.

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.
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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:

13. Termination.

A. Termination for Failure to Perform:

This Contract shall be terminated on July 31, 2024, in the event the Contractor has not secured 100% of the necessary funding to construct the Shelter facility contemplated in this Contract. Any funds paid to the Contractor prior to July 31, 2024, shall be reimbursed to the City within thirty (30) days of the date of termination.

B. 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.

C. 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.

D. 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

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

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.

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.

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

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 unless otherwise agreed upon by the parties.

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.

Yakima, WA 98901 bob.harrison@yakimawa.gov	Yakima, WA 98902 ckelty@ywcayakima.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. 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)

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)

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.

(iii) Federal Award Identification Number (FAIN) or Federal;	CFDA 21.027
(iv) Federal Award Date;	March 3, 2021 through December 31, 2024
(v) Subrecipient agency Period of Performance Start and End Date;	March 3, 2021 through December 31, 2024
(vi) Amount of Federal Funds Obligated to the subrecipient agency by this action;	Two Million Dollars (\$2,000,000.00)
(vii) Total Amount of Federal Funds Obligated to the subrecipient agency;	Two Million Dollars (\$2,000,000.00)
(viii) Total Amount of the Federal Award committed to the subrecipient;	Two Million Dollars (\$2,000,000.00)
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	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**

(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

YWCA OF YAKIMA

Robert Harrison, City Manager

Cheri Kilty, Executive Director

Date

Date

Over 15,000 hotline calls seeking safe housing from victims of domestic violence were answered by YWCA Yakima staff over the last 3 years. During this same timeframe we have housed 1,200 victims of domestic violence in our crisis housing, while referring another 1,000 to other shelters or other community resources and relocating victims for their own safety to other communities. Turning away victims and referring them to other resources leaves them vulnerable to more violence and abuse.

The funding provided by this contract will assist YWCA Yakima alleviate some of the crisis shelter and transitional housing beds needed in the City of Yakima.

EXHIBIT C- CONTRACTOR'S PROPOSAL

Yakima, Washington experiences domestic violence at a rate higher than the rest of the state. The rate of incidents of domestic violence per 1,000 residents is almost twice as high as the average of the entire state (13.9 incidents per 1,000 in Yakima compared to 7.4 incidents per 1,000 in Washington). The prosecutor's office averages 16 new domestic violence charges filed each week. Officers respond to countless calls for service each day.

Over 15,000 hotline calls seeking safe housing from victims of domestic violence were answered by YWCA Yakima staff over the last 3 years. During this same timeframe we have housed 1200 victims of domestic violence in our crisis housing, while referring another 1000 to other shelters or other community resources and relocating victims for their own safety to other communities. Turning away victims and referring them to other resources leaves them vulnerable to more violence and abuse.

This project will help address the ongoing critical shortage of crisis beds for victims of domestic violence in Yakima, WA. The YWCA Yakima proposes a second facility that would add 50 additional crisis shelter and transitional housing beds, provide case management services and help victims rebuild their lives.

YWCA Yakima is seeking funding to expand the number of domestic violence crisis beds available. YWCA Yakima have identified the Old St. Elizabeth Nursing School building as a suitable facility in our community to renovate and provide 50 plus beds for families fleeing domestic violence. This expansion will help us

Domestic violence victims will receive a wide range of vital services like legal advocacy including assistance with completing and filing protection orders and education on legal remedies available, safety planning, crisis services, including 24-hour crisis hotline, individualized case management, mental health and substance abuse, education, and domestic violence awareness classes, after care counseling; life skills training; and financial education. Special attention will be given to the needs of children including how the facility is designed and services tailored to each child and family's needs. Providing crisis housing and services leads to breaking the cycle of abuse, trauma, and violence.

The positive impact of this project is community members experiencing domestic violence will have a safe place to go during times of crisis. Having safe housing helps increase personal and public safety leading toward a healthier community. When victims can address the trauma of domestic violence, they develop stronger mental and physical health. When they see the community supporting their efforts to rebuild their life. As a result, they make a positive impact back into the community.

The current YWCA Yakima facility houses 400 victims of domestic violence a year and we have another 400 plus victims that we work with to find a safe place to stay until the YWCA has space to bring the family into its shelter. Adding an additional facility with 45 new safe residential spaces that can serve up to 117 adults and children will enable us to better meet the needs of the community. Further, some

Floor plans are on file in the City Clerk's office.

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

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.

Printed Name

Signature

Title

Date

EXHIBIT F COST CERTIFICATION

COST CERTIFICATION

I certify that:

1. I have authority and approval from the governing body on behalf of the YWCA of Yakima ("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.

Printed Name

Signature

Title

Date

EXHIBIT G CONTRACT BETWEEN THE FEDERAL GOVERNMENT 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.

- 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.

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