

SUBRECIPIENT AGREEMENT BETWEEN

KITSAP COUNTY AND KITSAP LEGAL SERVICES

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made between Kitsap County, a Washington state political subdivision (“County”) and Kitsap Legal Services, a Washington non-profit corporation (“Subrecipient”).

RECITALS

WHEREAS, the County is a recipient of certain Coronavirus Local Fiscal Recovery Funds (“ARPA Funds”) which are to be disseminated and used in compliance with section 602(c) and 603(c) of the Social Security Act (“Act”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), the U.S. Department of Treasury regulations implementing that section and the guidance issued by the U.S. Department of Treasury published in the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule: Frequently Asked Questions issued January 2022, all collectively referred to herein as “ARPA Rules”.

WHEREAS, the Subrecipient has submitted a written request to the County for ARPA Funds to be used for the authorized purpose identified in the Scope of Work.

WHEREAS, the parties desire to execute this Agreement to address the respective requirements of each for the receipt and use of the ARPA Funds.

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

SECTION 1. TERM

- 1.1 The Agreement will become effective on July 1, 2023, and terminate on June 30, 2024, subject to available funding, unless terminated or extended as provided herein. In no event will the Agreement become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. SUBRECIPIENT SCOPE OF WORK

- 2.1 Subrecipient. For purposes of this Agreement, a Subrecipient means a non-Federal entity that receives a subaward from Kitsap County, a pass-through entity, to carry out part of a Federal Program; but does not include an individual that is a beneficiary of such program. 45 CFR § 75.2
- 2.2 Scope of Work. The Subrecipient accepts receipts of ARPA Funds and agrees to complete the “Project” as described in Attachment B (Scope of Work).

- 2.3 Changes in Scope of Work. No change(s) shall be made to the Scope of Work except by written amendment to the Agreement.
- 2.4 Subrecipient Capacity. Subrecipient agrees and confirms that it has the institutional, managerial, and financial capacity to ensure proper planning, management, and completion of the Project as provided herein.

SECTION 3. COMPENSATION AND PAYMENT

- 3.1 Compensation. Subject to the terms, covenants, and conditions of this Agreement, the County will pass through to the Subrecipient the amount of ARPA Funds not to exceed the amount identified on the Face Sheet box 8 to be used as provided herein.
- 3.2 Scope of Eligible Expenditures, No Supplanting. Subrecipient agrees to utilize ARPA Funds available under this Agreement only to reimburse for eligible expenditures and as provided in this Agreement. No funds may be used to reimburse expenditures reimbursed under any other federal or state program, or from any other third-party source. Wrongful expenditure of the funds will constitute a breach of this Agreement and the County shall have the right to terminate this Agreement under the terms and conditions specified herein.
- 3.3 Reimbursement for Travel. Subrecipient will not be reimbursed for travel that is not identified in the attached Scope of Work, without the prior written consent of the County. To be reimbursable under this agreement, travel costs must be incurred pursuant to both the cost principles found in 2 CFR 200.475 – Travel Costs, as well as the Subrecipient’s own established travel policy, a copy of which must be provided to the County.
- 3.4 Invoice. Subrecipient will submit a monthly invoice to the County, no later than the 15th day following the end of each month, as identified below, for reimbursement of expenses incurred during the reporting period. Subrecipient will use the Reimbursement Request Form provided by the County and submit for reimbursement in the form and manner requested by the County. Subrecipient will notify the County prior to the due date if they will not be submitting for reimbursement because no expenses were incurred in the prior month. The County shall endeavor to make payment not more than 30 days after a complete and accurate invoice is received.

FOR MONTH ENDING	REIMBURSEMENT REQUEST DUE
January 31	February 15
February 28/29	March 15
March 31	April 15
April 30	May 15
May 31	June 15
June 30	July 15
July 31	August 15
August 31	September 15
September 30	October 15
October 31	November 15

November 30	December 15
December 31	January 15

- 3.5 Subrecipient Certification. By signing this Agreement, the Subrecipient certifies that it understands that this Agreement is funded in whole or in part with ARPA Funds and subject to all ARPA Rules, and other laws, rules, and regulations normally associated with federally funded programs and any other requirements of law for receipt and use of ARPA Funds and Subrecipient agrees to comply with the same.
- 3.6 No Advance Payment. No advance payments shall be made for any products or services furnished by the Subrecipient pursuant to this Agreement.
- 3.7 Overpayments. Subrecipient promptly shall refund to County the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty days of discovery of such an error.
- 3.8 Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458 may not be paid with funding from this award.

SECTION 4. PERFORMANCE MONITORING

- 4.1 The County will monitor the performance of the Subrecipient. Monitoring which shall include without limitation tracking project performance, reviewing payment requests for applicable costs, managing the timely pass-through of ARPA Funds, overseeing compliance with ARPA Rules and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable time after being notified by the County, contract suspension or termination procedures will be initiated.

SECTION 5. ADMINISTRATIVE AND REPORTING REQUIREMENTS

- 5.1 Quarterly Performance Report. Subrecipient shall provide the County with a quarterly performance report by the last day of the month following the end of the quarter as identified below.

FOR CALENDAR QUARTER ENDING	QUARTERLY PERFORMANCE REPORT DUE
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

- 5.2 Close-Out Report. Subrecipient is responsible for the close out of the ARPA Funds. Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, without limitation: making

final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), completing the final reimbursement request, and determining the custodianship of records. The Subrecipient shall submit the Close-Out Report within sixty (60) days of completion of the project or September 1st, 2024, whichever occurs first.

- 5.3 Accounting. Subrecipient shall comply with the requirements and standards of Office of Management and Budget (OMB) and guidance in subparts A through F of 2 C.F.R part 200 and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. Subrecipient's financial management system shall include, at a minimum, accurate, current, and complete disclosures of expenditures of ARPA Funds; records which adequately identify the source and application of ARPA Funds provided for financially assisted activities; effective control over and accountability for ARPA Funds, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation. Subrecipient shall comply with applicable Federal regulations for administrative requirements, cost principles, and audits; and maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are: Financial Managements, Procurement, Personnel, Property, and Travel. A system is adequate if it is written, followed consistently (it applies to similar items), and consistently applied (it applies to all sources of funds).
- 5.4 Cost Principles. The Subrecipient will administer its program in conformance with 2 CFR 200 Subpart E – *Cost Principles*. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.
- 5.5 Duplication of Costs. The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.
- 5.6 Procurement. Subrecipient shall procure all materials, property, or services in accordance with the requirements of the Uniform Guidance and 2 C.F.R. § 200.317 through 2 C.F.R. § 200.327. Subrecipient shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with ARPA Funds.
- 5.7 Internal Controls. Subrecipient should operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. Subrecipient's financial policies and lines of authority may be reviewed by the County upon request for monitoring purposes.
- 5.8 Technical Assistance. If, at any time, Subrecipient believes its capacity is compromised or Subrecipient otherwise needs any sort of assistance, it shall immediately notify the County. The County will make good faith efforts to provide timely technical assistance to the

Subrecipient to bring the Agreement into compliance.

- 5.9 Equipment Purchase. Any equipment to be purchased with a cost of \$5,000, or more, per item, shall be specifically and individually identified in the attached Scope of Work and preauthorization shall be obtained from the County prior to purchase.
- 5.10 Equipment Maintenance. Subrecipient shall be responsible for the proper care and maintenance of all equipment purchased using ARPA Funds, including securing and insuring such equipment.
- 5.11 Equipment Ownership. The Subrecipient shall ensure that all such equipment is returned to the County upon termination of this Agreement unless otherwise agreed to by the parties.
- 5.12 Reporting. Subrecipient agrees to comply with any reporting obligations established by the County and/or Treasury, as it relates to this Agreement.

SECTION 6. MAINTENANCE OF RECORDS, AUDITS, AND INSPECTIONS

- 6.1 Inspection, Review, or Audit. Subrecipient shall maintain all records and financial documents required by federal and state law that are pertinent to the activities to be funded under this Agreement for six (6) years after the last date that all funds have been expended or returned to the County, whichever is later, to ensure proper accounting for all funds and compliance with the Agreement. Records shall be retained longer if any litigation, claim, or audit is started before the expiration of the record retention period. Such records shall include without limitation:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the Expenditure Categories identified in the U.S. Department of Treasury Compliance and Reporting Guidance, Appendix 1: Expenditure Categories;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with Recovery Funds;
 - e. Financial records as required by 2 CFR Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331; and
 - f. Other records necessary to document compliance with 2 CFR Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331
 - g. Records 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.

All subrecipients records and documents (electronic and otherwise) with respect to all matters covered by this Agreement shall be subject to access, inspection, review, and audit (electronic and otherwise) by the County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, unless otherwise protected by law, during normal business hours as often as the government entity deems necessary to conduct audits or other investigations. Any deficiencies noted in audit

reports must be fully cleared by the Subrecipient within 30-days after receipt by the Subrecipient. Failure of the Subrecipient to comply with this audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient shall comply with all applicable audit requirements in accordance with 2 CFR 200, Subpart F.

The Subrecipient that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 21.027.

- 6.2 Subrecipient Obligations. Subrecipient shall perform all obligations required of subrecipients under the rules governing ARPA Funds.
- 6.3 Medical Records. If applicable, medical records shall be maintained and preserved by the Subrecipient in accordance with all applicable laws, including but not limited to RCW 70.41.190, RCW 70.02.160, and standard medical records practice. Subrecipient shall also be responsible for the proper maintenance and disposal of such medical records.
- 6.4 Unauthorized Disclosure. Subrecipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.
- 6.5 Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Subrecipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA or applicable regulations. Subrecipient 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>.

SECTION 7. CIVIL RIGHTS COMPLIANCE

- 7.1 Subrecipient ensures its current and future compliance with all legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving ARPA Funds do not prohibit exclusive 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, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964, as amended and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

SECTION 8. CORRECTIVE ACTION, RECOUPMENT

- 8.1 If the County determines Subrecipient has failed to comply with any terms or conditions of this Agreement, or the Subrecipient has failed to provide in any manner the work or services (each a “breach”), and if the County determines that the breach warrants corrective action, the County will notify the Subrecipient in writing of the nature of the breach.
- a. Subrecipient’s Corrective Action Plan. Subrecipient shall respond with a written corrective action plan within fourteen days of its receipt of such notification unless the County, 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 Subrecipient’s response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.
 - b. County’s Determination of Corrective Action Plan Sufficiency. County will determine the sufficiency of the Subrecipient’s proposed corrective action plan, then notify the Subrecipient in writing of that determination. The determination of sufficiency of the Subrecipient’s corrective action plan shall be at the sole discretion of the County.
 - c. Termination or Suspension. If the Subrecipient does not respond within the appropriate time with a corrective action plan, or if the County determines that the Subrecipient’s corrective action plan is insufficient, the County may terminate or suspend this Agreement in whole or in part in its discretion.
 - d. Withholding Payment. In addition, the County may withhold any payment to the Subrecipient or prohibit the Subrecipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed.
- 8.2 Remedial Actions. In the event of Subrecipient’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.
- 8.3 Recoupment. Subrecipient agrees it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to Subrecipient’s failure, for any reason, to comply with the terms of this Agreement. This duty to repay the County shall not be diminished or extinguished by the termination of the Agreement.

Any debts determined to be owed the County must be paid promptly by the Subrecipient. A debt is delinquent if it has not been paid by the date specified in the County’s initial written demand for payment, unless other satisfactory arrangements have been made or if

the County knowingly or improperly retains funds that are a debt. The County will take any actions available to it to collect such a debt.

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

SECTION 9. TERMINATION

- 9.1 For Convenience. County may terminate the Agreement for convenience, in whole or in part, without penalty, for any reason or no reason, with ten days prior notice to the Subrecipient.
- 9.2 Termination for Cause. In accordance with 2 C.F.R. part 200, subpart D, the County may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any term or condition of this Agreement, or if the Subrecipient fails to maintain a good faith effort to carry out the purpose of this Agreement. If the Subrecipient fails to materially comply with any term of the award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, County may take one or more of the following actions, as appropriate in the circumstances: Temporarily withhold cash payments pending correction of the deficiency; disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program; and/or withhold further awards for the program.
- 9.3 Procedures. Upon receipt of notice of termination, the Subrecipient shall stop all work as directed in the notice, notify Personnel of the termination date, and minimize further costs. All goods, materials, documents, data, and reports prepared by the Subrecipient under the Agreement shall become the property of, and delivered to, the County on demand. A final payment will be made to the Subrecipient only for work performed and accepted by the County through the effective date of termination. No costs incurred after the effective date of the termination will be paid.
- 9.4 Availability of Funds. It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of ARPA Funds by the County from the federal government, and that the terms, conditions, and sums payable under this Agreement are subject to any changes or limitations which may be required by the terms of the County's agreement with the federal government and all applicable federal law, rules, and regulations.

SECTION 10. INDEMNIFICATION

- 10.1 Indemnification. Subrecipient will hold harmless, defend, and indemnify the County, its officers, employees, and agents from any and all costs, expenses, loss, claims, actions, suits, charges, and judgments whatsoever that arise out of or are related to the

Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement. Subrecipient expressly agrees and understands that Kitsap County is a third-party beneficiary to its Agreement with Subrecipient and shall have the right to bring an action against subrecipient to enforce the provisions of this paragraph. This section shall survive the expiration or termination of this Agreement.

- 10.2 Continuing Liability. Subrecipient shall have continuing liability after the term of this Agreement for any breach of this Agreement, including failure to perform in accordance with required federal law, rules, and regulations until after all complaints, investigations, and sanctions, including those arising out of audits performed by Treasury, the County, or other authorized agencies are resolved. Subrecipient shall be liable for any sanctions or requirements imposed at any time upon the County arising out of the Subrecipient's activities performed pursuant to this Agreement

SECTION 11. INSURANCE

- 11.1 Minimum Insurance Required. Subrecipient and its subcontractors, if any, shall procure and maintain, until all Agreement obligations have been fully discharged, including satisfaction of any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by the Subrecipient without regard to the Agreement, whichever is greater.
- 11.2 Commercial General Liability ("CGL"). Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent Subrecipient liability, and stop gap/employer's liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Agreement.
- 11.3 Automobile Liability
- Subrecipient shall maintain personal automobile insurance on all vehicles used for Agreement purposes as required by law.
 - Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Agreement. If Subrecipient will use non-owned vehicles in performance of the Contact, the coverage shall include owned, hired, and non-owned automobiles.
 - Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for all owned, hired, and non-owned vehicles.

Coverage may be satisfied with an endorsement to the CGL policy.

- 11.4 Umbrella or Excess Liability. The Contactor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest “Each Occurrence” limit for either CGL or Automobile Liability. The Subrecipient agrees to an endorsement naming the County as an additional insured as provided in this Section unless the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.
- 11.5 Workers’ Compensation and Employer Liability. If applicable, the Subrecipient shall maintain workers’ compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Subrecipient’s Personnel eligible for such coverage. If the Agreement is for over \$50,000, then the Subrecipient shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- 11.6 Primary, Non-Contributory Insurance. The Subrecipients and its subcontractors’ insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Subrecipient’s and its subcontractors’ liability insurance policies must be endorsed to show as primary coverage. The Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.
- 11.7 Review of Policy Provisions. Upon request, the Subrecipient shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Agreement. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer’s financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and the Subrecipient’s most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Subrecipient from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance as required herein.
- 11.8 Waiver of Subrogation. In consideration of the Agreement award, the Subrecipient agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Subrecipient enter a waiver of subrogation on a pre-loss basis.

11.9 Additional Insured, Endorsement and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by Subrecipient and its subcontractors. Endorsement is not required if the Subrecipient is a self-insured government entity or insured through a government risk pool authorized by Washington State.

The Certificate of Insurance and endorsement shall identify the Agreement number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal or reduction in coverage. At the time of execution, the Subrecipient shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, Washington 98366.

11.10 General. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Subrecipient under the Agreement. All insurance policy deductibles and self-insured retentions for policies maintained under the Agreement shall be paid by the Subrecipient. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Subrecipient's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, subject to the limits of the insurer's liability.

11.11 Claims-Made. If the Subrecipient's liability coverage is written as a claims-made policy, the Subrecipient shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Agreement.

SECTION 12. INDEBTEDNESS TO IRS OR OTHER PUBLIC ENTITY

12.1 Taxes and Fees. Subrecipient shall promptly pay all applicable taxes on its operations and activities pertaining to this Agreement. Failure to do so shall constitute breach of this Agreement. Subrecipient shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services.

12.2 Delinquent Taxes. Any judgment, lien, levy, or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by the Subrecipient may constitute an event of default or breach of this Agreement, unless previously approved by the County in writing, and may constitute sufficient reason for cancellation of this Agreement by the County according to the procedures contained in this Agreement.

12.3 Disclosure of Delinquent Taxes. Before entering into this Agreement, and during the time-period covered by this Agreement, Subrecipient shall disclose any information related to this Section. This shall also include the immediate reporting of breaches in payback arrangements or breaches in other Agreements related to the above. Failure to comply with

any disclosure provision in this Section may also constitute sufficient reason for the County to cancel this Agreement according to the procedures contained in this Agreement.

SECTION 13. NOTICE AND AGREEMENT REPRESENTATIVES

- 13.1 Any notices, demands and other communications required by the Agreement will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Authorized Representative at the address on the Face Sheet. Notice may also be given by email with the original to follow by regular mail. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. Each party will designate a "Authorized Representative" on the Face Sheet which may be changed by providing fifteen (15) days prior notice to the other party.

SECTION 14. AMENDMENTS, ASSIGNMENT, INDEPENDENT SUBRECIPIENT

- 14.1 Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
- 14.2 Successors and Assigns. To the extent permitted by law, the Agreement is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.
- 14.3 Assignment. Except with the prior written consent of the other party, each party shall not assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law any right, duty, obligation, or remedy under the Agreement. Any purported assignment or transfer in violation of this section shall be void.
- 14.4 Independent Capacity. Each party under the Agreement shall be for all purposes an independent Subrecipient. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. Subrecipient shall have complete responsibility and control over its Personnel. Neither the Subrecipient nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County. Subrecipient and its Personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees. Subrecipient and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

SECTION 15. REPRESENTATIONS, PUBLIC RECORDS

- 15.1 No Fee. Subrecipient certifies it has not received, nor paid or agreed to pay, another person or entity, other than a bona fide employee working exclusively for the Subrecipient, any

fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

15.2 Licenses, Permits and Taxes. Subrecipient shall, at its own expense, have and maintain all licenses, registrations, permits, and approvals necessary for the performance of the Agreement, including without limitation, registration with the Washington State Department of Revenue. The Subrecipient shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.

15.3 Public Records. Subrecipient shall make the Agreement and all public records associated with the Agreement available to the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (“Act”), unless otherwise required by law. To the extent that public records in the custody of the Subrecipient are needed for the County to respond to a request under the Act, as determined by the County, the Subrecipient shall make them promptly available to the County at no cost to the County. If the Subrecipient considers any portion of any record provided to the County under the Agreement, whether electronic or hard copy, to be protected from disclosure under the law, the Subrecipient shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information that has been identified by the Subrecipient as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County’s sole obligation will be to make a reasonable effort to notify the Subrecipient of the request and the date that such protected information will be released to the requester unless the Subrecipient obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Subrecipient fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this Section assumes, no obligation on behalf of the Subrecipient to claim any exemption from disclosure under the Act. The County will not be liable to the Subrecipient for releasing records in compliance with the Act, this Section or court order.

SECTION 16. SUBCONTRACTS

16.1 Subcontracts. Subrecipient shall provide the County a list of all subcontractors and their proposed responsibilities. Subcontractor means any Agreement, express or implied, between the Subrecipient and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service for the performance of the Agreement. All subcontractors shall incorporate by reference the terms and conditions of this Agreement. Subrecipient is solely responsible for the performance, payment, and legal compliance of its subcontractors.

SECTION 17. APPLICABLE LAW, DISPUTES

17.1 This Agreement 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 Kitsap County, Washington.

17.2 Disputes. Conflicts and disagreements between the parties related to the Agreement will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due the Subrecipient will be decided by the County's Agreement Representative. All decisions of the County's Agreement Representative are considered final; however, nothing herein prohibits either party from seeking judicial relief.

SECTION 18. FORCE MAJEURE

18.1 Neither the Subrecipient nor the County shall be considered in breach or default of its obligations to make satisfactory progress toward the completion of the Project in the event of unforeseen delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for performance of the obligations and length of period of restriction on use shall be extended for the period of the unforeseen delay, as determined by the County, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the unforeseen delay

SECTION 19. ATTACHMENTS

19.1 The following attachments, collectively referred to herein as "Attachments", are incorporated in this Agreement in full by reference.

ATTACHMENT LETTER	ATTACHMENT NAME(S)
--	Face Sheet(s)
A	Federal Contract Terms
B	Scope of Work
C	Cost Certification & Reimbursement Request Form
D	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions
E	Civil Rights Certification
F	Lobbying Certification & Disclosure of Lobbying Activities

SECTION 20. GENERAL PROVISIONS

20.1 Time. Time is of the essence in this Agreement.

20.2 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 County shall constitute a waiver of any right or duty afforded to the County under the Agreement; nor shall any such action or failure to act by the County modify the terms of the Agreement or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

20.3 Implied Agreement Terms. Each provision of law and any terms required by law to be in

the Agreement are made a part of the Agreement as if fully stated in it.

- 20.4 Headings/Captions. Headings and captions used are for convenience only and are not a part of the Agreement and do not in any way limit or amplify the terms and provisions hereof.
- 20.5 No Party the Drafter. The Agreement is the product of negotiation between the parties, and no party is deemed the drafter of the Agreement.
- 20.6 No Third-Party Beneficiary. Except otherwise provided herein, no provision of the Agreement is intended to, nor will it be construed to, create any third-party beneficiary, or provide any rights or benefits to any person or entity other than the County and the Subrecipient.
- 20.7 Severability. If a court of competent jurisdiction holds any provision of the Agreement to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of the Agreement conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 20.8 Counterparts. The Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- 20.9 Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.
- 20.10 Entire Agreement. The parties acknowledge the Agreement is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by the Agreement.
- 20.11 Subrecipient Certification. By signing below, Subrecipient, certifies that Subrecipient has read and understood and is and will comply with the Agreement, Attachments, APPA Rules and applicable federal, state, and local law. Subrecipient further understands that as federal guidance becomes available, an amendment to this Agreement may become necessary and agrees to execute any necessary amendments and comply with the same. Subrecipient acknowledges that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this Agreement could subject the Contractor to civil and/or criminal liability and penalties, including but not limited to fines and/or imprisonment under Title 18, United States Code, Sec. 1001, et seq. and applicable law.
- 20.12 Authorization. Each party signing below warrants to the other party that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

DATED this 22nd day of August, 2023.

KITSAP LEGAL SERVICES

Joanne E. Sprague
Signature

Joanne E. Sprague
Print Name

Executive Director
Title

DATED or ADOPTED this 11 day of September, 2023.

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**



Charlotte Garrido

CHARLOTTE GARRIDO, Chair

Katherine T. Walters

KATHERINE T. WALTERS, Commissioner

Christine Rolfers

CHRISTINE ROLFERS, Commissioner

ATTEST:

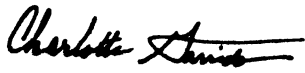
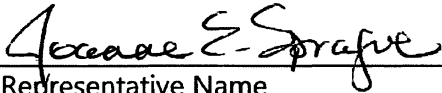
Dana Daniels

Dana Daniels, Clerk of the Board

**KC-368-23
FACE SHEET
KITSAP COUNTY**

**AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS (CSLFRF) SUBAWARD**

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(1) Subrecipient Name: Kitsap Legal Services		(2) Unique Entity Identifier:	Project Identification Number:
(3) Federal Award Identification No. (FAIN):		(5) Subaward Period of Performance (Start & End Date): 07/01/2023 - 06/30/2024	(6) Subaward Budget Period (Start & End Date):
(4) Federal Award Date: 7/1/2023			
(7) Amount of Federal Funds Obligated by this Action: \$100,000		(8) Total Amount of Federal Funds Obligated: \$100,000	
(9) Total Amount of the Federal Award Committed to the Subrecipient: \$100,000			
(10) Federal Award Project Description: Provide free eviction defense legal services, in response to COVID-9 eviction crisis.			
(11a) Name of Federal Awarding Agency: United States Department of Treasury		(11b) Name of Pass-Through Entity: Kitsap County	
(12) Assistance Listing Number & Title: CFDA 21.027		(13) Research & Development Award? No	
(14) Indirect Cost Rate for the Federal Award: None		Award Payment Method (Lump Sum or Reimbursement): Reimbursement	
Signing Statement: Kitsap County and Subrecipient, as defined above, acknowledge and accept the terms of this Subrecipient Agreement on the date below. The rights and obligations of both parties to this Subaward are governed by this Agreement and the following other documents incorporated by reference: Attachment A - Federal Contract Terms; Attachment B - Scope of Work; Attachment C - Cost Certification & Reimbursement Request Form; Attachment D - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions; Attachment E - Civil Rights Certification; Attachment F - Lobbying Certification & Lobbying Disclosure; and Attachment G - Prevailing Wage.			
FOR KITSAP COUNTY		FOR SUBRECIPIENT	
			
Charlotte Garrido Chair, Board of County Commissioners		Representative Name Executive Director	
9/11/23		8/22/2023	
Date		Date	

FACE SHEET

CONTINUED

KITSAP COUNTY

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)

CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS (CSLFRF) SUBAWARD

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(11c) Contact Information:	
PASS-THROUGH AGENCY	
Financial Contact: Name/Title: <u>Aimée Campbell, Financial Analyst</u> Mailing Address: <u>614 Division Street MS-7</u> <u>Port Orchard, WA 98366</u> Phone: <u>(360) 697-4097</u> Fax: <u>(360) 337-7052</u> Email: <u>acambel@kitsap.gov</u>	Financial Contact: Name/Title: <u>Shellie Thomas, Program Manager</u> Joanne Sprague, Executive Director <i>JS</i> Address: <u>500 Pacific Ave, Ste. 401</u> <u>Bremerton, WA 98337</u> Phone: <u>(360) 728-2800</u> Fax: _____ Email: <u>sthomas@kitsaplegalservices.org</u>
Program Manager: Name/Title: <u>Eric Baker, Dep. County Administrator</u> Address: <u>614 Division Street MS-7</u> <u>Port Orchard, WA 98366</u> Phone: <u>(360) 337-4495</u> Fax: <u>(360) 337-7052</u> Email: <u>ebaker@kitsap.gov</u>	Project Manager: Name/Title: <u>Joanne Sprague, Executive Director</u> Address: <u>500 Pacific Ave., Ste. 401</u> <u>Bremerton, WA 98337</u> Phone: <u>(360) 728-2801</u> Fax: _____ Email: <u>jsprague@kitsaplegalservices.org</u>
Authorized Representative: Name/Title: <u>Charlotte Garrido; Chair, County Commission</u> Address: <u>614 Division Street MS-7</u> <u>Port Orchard, WA 98366</u> Phone: <u>(360) 337-7080</u> Fax: <u>(360) 337-7052</u> Email: <u>kitsapcommissioners@kitsap.gov</u>	Authorized Representative: Name/Title: <u>Joanne Sprague, Executive Director</u> Shellie Thomas, Project Manager <i>JS</i> Address: <u>500 Pacific Ave., Ste. 401</u> <u>Bremerton, WA 98337</u> Phone: <u>(360) 728-2800</u> Fax: <u>jsprague</u> Email: <u>sthomas@kitsaplegalservices.org</u>

ATTACHMENT A
FEDERAL CONTRACT TERMS

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS (CSLFRF) SUBAWARD

If applicable, the following provisions apply to the Subrecipient Agreement for receipt of ARPA Funds:

1. **CONFLICT.** In the event of conflict between these Federal Contract Terms and the Subrecipient Agreement, the Federal Contract Terms shall take priority.
2. **COMPLIANCE.** Subrecipient understands and agrees that funds provided under the Subrecipient Agreement come from a federal source and agrees to comply with all additional applicable terms.
 - A. Technical Assistance. If, at any time, Subrecipient believes its capacity is compromised or Subrecipient otherwise needs any sort of assistance, it shall immediately notify the County. County will make best efforts to provide timely technical assistance to Subrecipient to bring Subrecipient into compliance.
 - B. Compliance with Act. Subrecipient understands and agrees that ARPA Funds provided under the Subrecipient Agreement may only be used in compliance with section 603(c) of the Social Security Act (“Act”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), the U.S. Department of Treasury’s (“Treasury’s”) regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
3. **SCOPE OF ELIGIBLE EXPENDITURES.** ARPA funds may only for reimbursable eligible expenditures as described in the Subrecipient Agreement, these Federal Contract Terms and Scope of Work. No ARPA Funds may be used to pay or reimburse costs for expenditures for which Subrecipient has received any other funding, whether state, federal or private in nature, for that same expense.
4. **REPORTS.** Subrecipient shall provide the County with additional information and documentation upon request, including completing any reports deemed necessary for the County to comply with documentation, reporting, or audit requirements
5. **REMEDIES.** All administrative, contractual, or other legal remedies available by law, including sanctions and penalties, are available to the parties in the event of a breach of contract.
6. **UNIFORM GUIDANCE COMPLIANCE**
 - A. Remedial Actions. In the event of Subrecipient’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.

B. Recoupment

1. Subrecipient agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to Subrecipient's failure, for any reason, to comply with the terms of the Subrecipient Agreement. This duty to repay the County shall not be diminished or extinguished by the termination of the Contract.
2. In the event of a violation of section 603(c) of the Act, ARPA Funds shall be subject to recoupment by the County.
3. Any funds paid to Subrecipient (a) more than the amount to which Subrecipient is authorized to retain under the terms of the Subrecipient Agreement; (b) that are determined by the Treasury Office of Inspector General to have been misused; (c) are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act; or (d) are otherwise subject to recoupment by the County shall constitute a debt to the County.
4. Any Subrecipient debts determined to be owed the County must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in the County's initial written demand for payment, unless other satisfactory arrangements have been made or if the County knowingly or improperly retains funds that are a debt. The County will take any actions available to it to collect such a debt.

- C. Return of Unused ARPA Funds. If Subrecipient has any unspent ARPA Funds on hand as of the earlier of June 30, 2024, or the termination of the Subrecipient Agreement, Subrecipient shall return all unspent ARPA Funds to the County within ten (10) calendar days.

7. DISCLAIMER

- A. The United States expressly disclaims all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient 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 grant or any contract, or subcontract under this grant.
- B. The acceptance of this grant by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

- 8. CONFLICT OF INTEREST.** Subrecipient understands and agrees it must maintain and comply with a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and such policy is applicable to each activity funded under this award. Subrecipient and subrecipients must disclose in writing to the County or Treasury, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. PROTECTION FOR WHISTLEBLOWERS

- A. In accordance with 41 U.S.C. § 4712, Subrecipient 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: (1) a member of Congress or a representative of a committee of Congress; (2) an Inspector General; (3) the Government Accountability Office; (4) a Treasury employee responsible for contract or grant oversight or management; (5) an authorized official of the Department of Justice or other law enforcement agency; (6) a court or grand jury; and (7) a management official or other employee of Subrecipient, Subrecipient, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- C. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient 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.

11. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Subrecipient 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.

12. FALSE STATEMENTS. Subrecipient understands that making false statements or claims in connection with this Subrecipient Agreement 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.

13. APPLICABLE LAWS

The Subrecipient Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Subrecipient 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. Subrecipient also agrees to comply with all other applicable federal laws, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters with other parties relating to this Subrecipient Agreement. Federal regulations applicable to this grant may include, without limitation, the following:

- A. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, including the following: Subpart A, Acronyms and Definitions; Subpart B, General Provisions; Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards; Subpart D, Post-Federal Award Requirements; Subpart E, Cost Principles; and Subpart F, Audit Requirements.

- B. 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.
 - C. 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.
 - D. 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.
 - E. Subrecipient 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.
 - F. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - G. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - H. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 1. 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;
 2. 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 based on race, color, religion, national origin, sex, familial status, or disability;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination based on disability under any program or activity receiving federal financial assistance;
 4. 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 based on age in programs or activities receiving federal financial assistance; and
 5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
14. HATCH ACT. Subrecipient 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. Subrecipient agrees to comply with the Prohibition on Providing Funds to the Enemy (2 C.F.R. 183).
15. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Subrecipient Agreement, the Subrecipient agrees as follows:

Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. 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 apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.
- D. The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of

this Subrecipient Agreement or with any of the said rules, regulations, or orders, this Subrecipient Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
1. Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor due to direction by the administering agency, the Subrecipient may request the United States to enter such litigation to protect the interests of the United States.
 2. County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Subrecipient Agreement.
 3. County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subrecipients and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
 4. County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subrecipient debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Subrecipients and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it

fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such County; and refer the case to the Department of Justice for appropriate legal proceedings.

16. **DAVIS-BACON ACT.** All transactions regarding this Subrecipient Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Subrecipient shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Subrecipients are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Subrecipients are required to pay wages not less than once a week.
17. **COPELAND ANTI-KICKBACK ACT**
 - A. Subrecipient. The Subrecipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Subrecipient Agreement.
 - B. Subcontracts. The Subrecipient or subcontractor shall insert in any subcontracts the clause above and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all contract clauses.
 - C. Breach. A breach of the Subrecipient Agreement clauses above may be grounds for termination of the Subrecipient Agreement, and for debarment as a Subrecipient and subcontractor as provided in 29 C.F.R. § 5.12.
18. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
 - A. Overtime Requirements. As required by 29 C.F.R. § 5.5(b), no Subrecipient or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Subrecipient and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Subrecipient and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards,

employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work more than the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- C. Withholding for Unpaid Wages and Liquidated Damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or subcontractor for unpaid wages and liquidated damages as provided by federal law.
 - D. Subcontracts. The Subrecipient or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.
19. RIGHTS TO INVENTIONS. All materials produced under this Subrecipient Agreement shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by the County.
20. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT. Subrecipient will comply with all applicable federal environmental laws and regulations, including without limitation.
- A. Clean Air Act. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.
 - B. Federal Water Pollution Control Act. The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by

FEMA.

21. DEBARMENT AND SUSPENSION. If this Subrecipient Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, the Subrecipient is required to verify that none of the Subrecipient's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

22. PROCUREMENT OF RECOVERED MATERIALS. In the performance of this Subrecipient Agreement, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired i) competitively within a timeframe providing for compliance with the contract performance schedule; ii) meeting contract performance requirements; or ii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/ismm/comprehensive-procurement-guideline-cpg-program>. Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
23. ACCESS TO RECORDS. Subrecipient agrees to provide the County, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this Subrecipient Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, to the extent allowed by law. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subrecipient agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Subrecipient Agreement. In compliance with the Disaster Recovery Act of 2018, the County and the Subrecipient acknowledge and agree that no language in this Subrecipient Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
24. AMENDMENTS. The Subrecipient Agreement may only be amended upon the mutual

written agreement of the parties.

25. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. Subrecipient will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.
26. NO OBLIGATION BY FEDERAL GOVERNMENT. The federal government is not a party to this Subrecipient Agreement and is not subject to any obligations or liabilities to the non-federal entity, Subrecipient, or any other party pertaining to any matter resulting from this Subrecipient Agreement.
27. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Subrecipient Agreement.
28. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED). Subrecipients who request or receive an award for federal money shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded

Required Certification. If applicable, Subrecipients must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 — CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, 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.
4. 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 this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing below, Subrecipient certifies that Subrecipient has read and understood, is and will remain in compliance with the above-described obligations. Subrecipient acknowledges any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document may subject the Subrecipient to civil and/or criminal liability and penalties, including but not limited to fines and/or imprisonment under Title 18, United States Code, Sec. 1001, et seq. and other applicable law.

SUBRECIPIENT

Dated this 22nd day of August, 2023.

Joanne E. Sprague
Signature of Authorized Representative
Executive Director
Title of Authorized Representative

Joanne E. Sprague
Print Name

ATTACHMENT B
SCOPE OF WORK

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS (CSLFRF) SUBAWARD

A. PROJECT NAME: Kitsap Legal Services (KLS)

B. PROJECT SUMMARY

Kitsap Legal Services will provide free civil legal aid to low-income individuals in Kitsap County.

C. PROJECT BACKGROUND

Due to COVID-19, Kitsap County, along with many other locales across the country, is facing an impending eviction crisis. Due to this crisis, Kitsap Legal Services is providing free eviction defense legal services to low-income tenants facing eviction using staff attorneys, contract attorneys and volunteer attorneys. These services include providing appointed attorneys to tenants that have been served with an Unlawful Detainer (eviction) Summons for Kitsap County Superior Court, pursuant to RCW 59.18. To support this Right to Counsel program, Kitsap Legal Services has contracted with local attorneys to represent Tenants before being served with an Unlawful Detainer Summons to resolve these issues before they end up in court.

D. PROJECT GOALS & OBJECTIVES

- Provide administrative position that will answer calls and emails to KLS, complete intakes to determine if callers meet KLS income eligibility requirements, assigning cases to contract attorneys, and providing support to contract attorneys, such as accessing additional services to assist the client, including rental assistance.
- Fiscally support contract attorneys to represent tenants before and after the Unlawful Detainer court action. While the case is in the court system, a qualified indigent tenant is eligible for appointment of counsel to represent them. The contract attorneys will wrap around and complement the appointed attorney by attempting to resolve the case before entering the court system, and providing additional relief after the court action, as needed. Kitsap Legal Services currently has several trained and competent attorneys on contract at ~~\$170~~ ^{\$105} /hour to provide these services through other sources of funding. This funding will help about 113 people avoid eviction, which assumes that each case will take an average of 4 hours of attorney time.
- Provide outreach to promote the program and provide services where the most vulnerable clients live and work.
- ARPA Funds in this contract will support the program administration and overhead costs.

E. PROJECT IMPLEMENTATION

The free eviction defense legal services program shall be operated in accordance with the Federal Contract Terms in Attachment A and in compliance with the most current version of the Kitsap Grant Guidelines for Kitsap Eviction Prevention Assistance Program (KEPA), the Washington State Department of Commerce Guidelines for the Treasury Rent Assistance Program (T-RAP), and other program requirements provided by Kitsap County until contract funding is exhausted.

No additional equipment is to be purchased with this grant.

F. PROJECT SCHEDULE

The project timeline allows for Kitsap Legal Services to provide free legal services to clients who are at immediate risk of eviction, additionally allows KLS time to seek rental assistance funding for clients who need to pay outstanding rental debts.

G. MONITORING ACTIVITIES

Grant recipient will be monitored as follows:

- Expenses for the project are monitored on a monthly or quarterly basis when reimbursement requests are submitted.
- An annual on-site monitoring visit that includes review of client eligibility documentation, relevant policies and procedures, and project operations.

H. PROJECT REPORTS

To be submitted per the terms of the Subrecipient Agreement.

I. PROJECT BUDGET

CONTRACTED SERVICES	
ARPA COVID-19 Activities	\$100,000.00
PROJECT BUDGET TOTAL	\$100,000.00

ATTACHMENT C
COST CERTIFICATION

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS (CSLFRF) SUBAWARD

By signing below, the Subrecipient certifies as follows:

1. I have authority and approval from the governing body of Kitsap Legal Services (“Subrecipient”) to request reimbursement from Kitsap County (“County”) from the County’s allocation of the Coronavirus State & Local Fiscal Recovery Fund (“CSLFRF”) as created by the American Rescue Plan Act of 2021, Section 9901 (“ARPA”) for eligible expenditures identified in Kitsap County contract number KC-375-23 and identified on the corresponding Reimbursement Request Form for report period July 1, 2023 through June 30, 2024.
2. I understand the County will rely on this Cost Certification as a material representation in processing my reimbursement request.
3. I understand the Subrecipient receiving funds pursuant to this Cost 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 § 200.334 – Retention Requirements for Records under 2 CFR 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Such documentation shall be produced and provided to the County upon request, at no cost to the County, and may be subject to audit by the WA State Auditor’s Office.
4. I understand any funds provided pursuant to this Cost Certification cannot be used as a revenue replacement for lower-than-expected tax or other revenue collections nor can they be used for expenditures for which Subrecipient has received any other funding (whether state, federal, or private in nature) for that same expense.

By signing below, Subrecipient certifies that Subrecipient has read and understood, is and will remain in compliance with the above-described obligations. Subrecipient acknowledges any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document may subject the Subrecipient to civil and/or criminal liability and penalties, including but not limited to fines and/or imprisonment under Title 18, United States Code, Sec. 1001, et seq. and other applicable law.

SUBRECIPIENT

Dated this 22nd day of August, 2023.

Joanne E. Sprague
Signature of Authorized Representative

Joanne E. Sprague
Print Name

Executive Director
Title of Authorized Representative

ATTACHMENT D
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS (CSLFRF) SUBAWARD

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

*(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE NEXT
PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)*

1. The prospective recipient of Federal assistance funds certifies, by submission of this IFB/RFP Response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this IFB/RFP Response.

SUBRECIPIENT

Dated this 22nd day of August, 2023.

Joanne E Sprague
Signature of Authorized Representative

Joanne E Sprague
Print Name

Executive Director
Title of Authorized Representative

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

1. By signing and submitting this response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "RFP Response," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this response is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this

transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT E
CIVIL RIGHTS CERTIFICATION

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS (CSLFRF) SUBAWARD

The ARPA funds provided to the grant subrecipient named below (“Subrecipient”) are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act.

1. Subrecipient understands and acknowledges that:

As a condition of receipt of federal financial assistance from the Department of the Treasury (“Treasury”), with monies distributed through Kitsap County, Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans, and contracts to provide assistance to Subrecipient 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 Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all operations of Subrecipient’s programs and activities, so long as any portion of Subrecipient’s programs or activities are federally assisted in the manner prescribed above.

2. Subrecipient certifies the following:

A. Subrecipient 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 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.

B. Subrecipient acknowledges 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). Subrecipient understands denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury implementing regulations. Accordingly, Subrecipient shall take reasonable steps, or comply with the Department of Treasury’s directives, to ensure LEP persons have meaningful access to its programs, services, and activities. Subrecipient 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 Subrecipient programs, services, and activities.

- C. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and when conducting programs, services, and activities. As a resource, 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>.
- D. Subrecipient acknowledges and agrees compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and its successors, transferees, and assignees for the period in which such assistance is provided.
- E. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances A - D above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the subrecipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:
Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person based on race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by 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 LEP persons in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of the Contract.
- F. Subrecipient understands and agrees that if any real property or structure is provided or improved with federal financial assistance by the Treasury, Subrecipient, or in the case of a subsequent transfer, transferee, is obligated 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 personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
- G. Subrecipient shall cooperate in any enforcement or compliance review activities by the Treasury of Subrecipient's obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
- H. Subrecipient shall maintain a complaint log and inform 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. Subrecipient must also inform the Treasury if Subrecipient has received no complaints under Title VI.
- I. Subrecipient must provide documentation of an administrative agency or court findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and administrative agency that made the finding. Subrecipient must provide documentation of the settlement

of any case or matter alleging discrimination or identify that Subrecipient has not been the subject of any court or administrative agency finding of discrimination.

- J. The U.S. has the right to seek judicial enforcement of the terms contained herein. Nothing in this document alters or limits the federal enforcement measures that the U.S. may take to address violations of any provision contained herein or other applicable federal law.

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 to address violations of this document or applicable federal law.

By signing below, Subrecipient certifies that Subrecipient has read and understood its obligations as described herein, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Subrecipient is in compliance with the nondiscrimination requirements. Subrecipient acknowledges any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document may subject the Subrecipient to civil and/or criminal liability and penalties, including but not limited to fines and/or imprisonment under Title 18, United States Code, Sec. 1001, et seq. and other applicable law.

SUBRECIPIENT

Dated this 22nd day of August, 2023.

Joanne E Sprague
Signature of Authorized Representative

Joanne E. Sprague
Print Name

Executive Director
Title of Authorized Representative

ATTACHMENT F
LOBBYING CERTIFICATION

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS (CSLFRF) SUBAWARD

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 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.

By signing below, Subrecipient certifies that Subrecipient has read and understood, is and will remain in compliance with the above-described obligations. Subrecipient acknowledges any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document may subject the Subrecipient to civil and/or criminal liability and penalties, including but not limited to fines and/or imprisonment under Title 18, United States Code, Sec. 1001, et seq. and other applicable law.

SUBRECIPIENT

Dated this 22nd day of August, 2023.

Jouane E. Sprague
Signature of Authorized Representative

Jouane E. Sprague
Print Name

Executive Director
Title of Authorized Representative



KITSAP COUNTY

Grant Subrecipient Risk Assessment & Audit Certification

Subrecipient Name: KITSAP LEGAL SERVICES

Entity Type: Local Government Non-Profit Tribe Other: _____

Grant Program Title: American Rescue Plan Act of 2021 (ARPA): Coronavirus State & Local Fiscal Recovery Funds (CSLFRF)

Subaward Amount Requested: \$100,000 DUNS No: 141307970

Federal Tax ID No: 04-3633459 State UBI No: 602-175-123

Authorized Financial Representative: JOANNE SPRAGUE

Physical Address: 500 PACIFIC AVE, STE 401

Mailing Address: SAME AS PHYSICAL

City: BREMERTON State: WA Zip Code: 98337

Email: JSPRAGUE@KITSAPLEGALSERVICES.ORG Phone: (360) 728-2801

RISK ASSESSMENT QUESTIONNAIRE

Per Title 2 CFR § 200.332, Kitsap County is required to evaluate the risk of noncompliance with federal statutes, regulations, and grant terms and conditions, posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following questions are related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned prior to the execution of a contract with Kitsap County.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has the responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

In what year was your organization founded?	2002
How long has your organization worked with Kitsap County?	21 years
Have you, your staff, or your organization ever been suspended or debarred?	No
Has your organization ever been the subrecipient of a federal award before?	Yes
If you answered yes, how many subawards has your organization managed in the last five years?	2
How many years of experience does your current grant manager have managing grants?	4
How many years of experience does your current bookkeeper/accounting staff have managing grants?	4
What types of accounting system does your organization use to track and report grant costs?	QB
Has your organization recently undergone a substantial change in staff or accounting systems?	No
What percentage of your anticipated 2022 gross revenue does this subaward represent?	18%
How many individual grants did your organization receive and manage during your most recent fiscal year?	7
In your preceding fiscal year, did your organization receive 80% or more of its gross revenue from federal funding?	No
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	No

Are individual staff members assigned to work on multiple grants?	Yes
Do you use timesheets to track the time spent by staff working on specific grants and/or activities?	Yes
Do you have an approved, up-to-date Indirect Cost Rate plan to charge costs to grants?	Yes
Do you have written procurement policies that comply with federal grant requirements under 2 CFR § 200?	Yes
Do you procure multiple quotes or bids when buying items or services?	Yes
How many years do you maintain receipts, deposits, cancelled checks, invoices, etc?	7
Does your organization have a written Conflict of Interest policy?	Yes
Do you intend to pass grant funds through to another agency?	No

AUDIT CERTIFICATION

Per Title 2 CFR § 200.500, non-federal entities that expend \$750,000 in federal awards in a fiscal year, shall have a single or program-specific audit conducted for that year.

- If your entity is **NOT** subject to these requirements, you must complete Sections A and C below.
- If your entity **IS** subject to these requirements, you must complete Sections B and C below.

Section A: **Entities NOT subject to the audit requirements of 2 CFR § 200.500.**
Please check all that apply.

<input checked="" type="checkbox"/>	We did not expend \$750,000 or more of total federal awards during the preceding fiscal year.
<input type="checkbox"/>	We are a for-profit organization.
<input type="checkbox"/>	We are exempt for other reasons (describe):

By signing below, I agree that we are still subject to the audit requirements, laws, and regulations governing the program(s) in which we participate; that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees; and that Kitsap County may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

Section B: **Entities that ARE subject to the audit requirements of 2 CFR § 200.500.**
Please check the appropriate box.

<input type="checkbox"/>	We completed our last Single Audit on _____ for fiscal year _____. There were no findings related to federal awards or internal controls.
<input type="checkbox"/>	We completed our last Single Audit on _____ for fiscal year _____ and there were findings related to federal awards and/or internal controls.
<input type="checkbox"/>	Our completed Single Audit will be available on _____ for fiscal year _____.

Section C: Additional Audit Questions Please answer each question below or indicate Not Applicable from the drop-down menu.	
If you answered yes to Section B.2 above, have the issues of non-compliance been resolved?	N/A
Has any previous subrecipient monitoring resulted in findings of non-compliance?	No
If you answered yes, have those issues of non-compliance been resolved?	N/A
Please provide the Washington State Auditor's Office audit number from your last Single Audit report.	N/A
If your audit was not completed by the SAO, please attach a copy of your last audit to your submission of this form.	N/A
Please provide any additional information that you would like for us to consider:	

I hereby certify that I am an individual authorized by the above identified entity (subrecipient) to complete this form. Further, I certify that the above information is true and correct, and all material findings contained in the audit report/statement have been disclosed. Additionally, I understand this form is to be submitted every fiscal year for which this entity is a subrecipient of federal award funds from Kitsap County until the grant agreement is closed.

Joanne Sprague

Signature of Authorized Agent

08-04-2023

Date

Joanne Sprague

Print Name

Executive Director

Title

Signature Certificate

Reference number: M2XKQ-PHRSM-PZRVS-HSRCK

Signer

Timestamp

Signature

Joanne Sprague

Email: jsprague@kitsaplegalservices.org

Sent:

04 Aug 2023 15:32:15 UTC

Viewed:

04 Aug 2023 17:49:11 UTC

Signed:

04 Aug 2023 17:49:29 UTC



Recipient Verification:

✓ Email verified

04 Aug 2023 17:49:11 UTC

IP address: 76.121.68.83

Location: Silverdale, United States

Document completed by all parties on:

04 Aug 2023 17:49:29 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Callis & Associates, Inc. 802 East 1st Street, Ste 3 Port Angeles WA 98362		CONTACT NAME: Kayla Furford PHONE (A/C, No, Ext): (360) 452-2314 FAX (A/C, No): (360) 452-1701 E-MAIL ADDRESS: certificate@callisinsurance.com	
INSURED Kitsap Legal Services 920 Park Ave BREMERTON WA 98337		INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Insurance Co of Hartford INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20478	

COVERAGES **CERTIFICATE NUMBER:** CL2372109391 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6025320563	08/14/2023	08/14/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6025320563	08/14/2023	08/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6025320563	08/14/2023	08/14/2024	PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA State Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured when required by written contract per form SB146932G. Refer to policy(s) for all applicable terms, conditions, exclusions, and endorsements. Evidence Only.

CERTIFICATE HOLDER Kitsap County c/o Department of Human Services, Housing and 345 6th Street, Suite 400 Bremerton WA 98337	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Andy Callis</i>
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name: Principal: From: To:

WA UBI Number: RCW:

License Number: Penalty Due: Wage Due:

[Download all debarment data](#)

Show per page Showing 0 records [First](#) [Previous](#) [Next](#) [Last](#)

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
There are no records that match your search criteria.									

Show per page Showing 0 records [First](#) [Previous](#) [Next](#) [Last](#)

AS OF 08/03/2023



Home Search Data Bank Data Services F

Search All Words ▼ e.g. 1606N020Q02

Select Domain All Domains +

Filter By -

Keyword Search

For more information on how to use our keyword search, visit our help guide [\[link\]](#)

Simple Search

Search Editor

- Any Words i
- All Words i
- Exact Phrase i

e.g. 1606N020Q02

debarment x

Federal Organizations

Kitsap Legal Services x ▲ ...

No results found ^

- Active
- Inactive

AS OF 08/03/2023