

INTERGOVERNMENTAL AGREEMENT REGARDING AMERICAN RESCUE PLAN ACT FUNDS ALLOCATED BY US DEPARTMENT OF TREASURY TO BOULDER COUNTY

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Commissioners' Office
Division/Program	Chief of Staff's Office
Mailing Address	P.O. Box 471, Boulder, CO 80306
IGA Contact	Leslie Irwin; lirwin@bouldercounty.org
Invoice Contact	Chris Krolick; ckrolick@bouldercounty.org
Contractor Contact Information	
Contractor Name	Boulder County Public Health
Contractor Mailing Address	3450 Broadway, Boulder, CO 80304
Contact 1	Katherine Palmer; Director of Administration and Finance; kapalmer@bouldercounty.org
Contact 2	Maryel Barron; mbarron@bouldercounty.org
Notices and Signature Contact	healthcontracts@bouldercounty.org
IGA Term	
Start Date	3/3/2021
Expiration Date	See below.
IGA Amount	
IGA Amount	\$ 2,722,916
Fixed Price or Not-to-Exceed?	Not-to-Exceed
COVID-19	YES
Project #	102493 Task 14 1.8.1 BCPH Vaccine Community Support \$1,813,000 (SLFRP3416-1.1) Task 15 1.2.1 BCPH Covid Testing \$377,200 (SLFRP3416-1.2) Task 17 3.9.1 BCPH Childhood Health Other \$155,000 (SLFRP3416-1.3) Task 18 2.1.1 BCPH Food Insecurity \$130,178 (SLFRP3416-1.4) Task 26 7.1.4 BCPH ARPA Admin \$247,538 (SLFRP3416-1.5)
Subaward Number	SLFRP3416-1.1 through 1.5 above
Brief Description of Work	
The federal government, through U.S. Treasury, has awarded Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") under the American Rescue Plan Act to local governments, including Boulder County. The County desires to subaward some of these funds to Boulder County Public Health for the services and projects listed above.	

IGA Documents
a. Scope of Work, attached as Exhibit A b. Addendum to Contract Office of Management and Budget Federal Subaward Requirements, attached as Exhibit B
IGA Notes <i>Additional information not included above</i>

THIS INTERGOVERNMENTAL AGREEMENT REGARDING AMERICAN RESCUE PLAN ACT FUNDS ALLOCATED BY US DEPARTMENT OF THE TREASURY TO BOULDER COUNTY ("Agreement") is hereby entered into between Boulder County Public Health, State of Colorado, a political subdivision of the State, acting by and through the Boulder County Board of Health (DUNS no. 788587665) ("BCPH") and the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic ("County"). County and BCPH are each a "Party," and collectively the "Parties." The Parties are authorized to enter into this Agreement pursuant to C.R.S. §29-1-201 et. seq. This Agreement is effective as of March 3, 2021 and continues for so long as the U.S. Department of the Treasury ("Treasury") makes federal funding available to the County as further explained below ("Expiration Date").

In consideration of the mutual covenants contained in this IGA, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into IGA: The **Details Summary** is incorporated into this IGA. The **IGA Documents** are incorporated into this IGA by reference.
2. Use of Funds: BCPH will use the funds in strict accordance with the IGA.
3. Term of IGA: The **IGA Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner.
4. Payment of Funds: Subject to conditions contained in this IGA, County will pass-through to BCPH as subrecipient an amount not to exceed the **IGA Amount** to BCPH in accordance with the **IGA Documents**.
5. Invoicing/Expenditure Reporting: County will issue payment to BCPH once monthly invoicing is submitted, reviewed, and approved. BCPH will bill monthly to County with a detailed program report with line itemized transactions. County shall transfer funds to BCPH monthly within 30 days after invoice submission. BCPH shall invoice the County monthly with the agreed template between both parties to include a detailed line-item program expenditure report. BCPH shall track program expenditures separately and according to 2 CFR and County policy. With prior approval, County OFM staff will be granted access to the BCPH business unit to review invoices, purchase orders, and related documents, for their sub-recipient monitoring. Failure to submit invoices in a timely manner and in accordance with the terms of this IGA may cause a delay in payment. County may recoup any damages incurred because of BCPH's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this IGA.

6. RESERVED.

7. RESERVED.

8. RESERVED.

9. Liability: Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this IGA. By agreeing to this provision, neither Party waives or intends to waive, as to any person not a party to the IGA, the limitations on liability that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

10. Nondiscrimination: BCPH will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. BCPH must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports: BCPH will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. BCPH will permit access to such representatives to BCPH's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than BCPH, BCPH must so certify to the County and explain what efforts it has made to obtain the information.

12. RESERVED.

13. Termination for Breach: Either Party's failure to perform any of its material obligations under this IGA, in whole or in part or in a timely or satisfactory manner, will be a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this IGA or at law, including immediate termination of this IGA.

14. RESERVED.

15. RESERVED.

16. RESERVED.

17. RESERVED.

18. Conflicts of Interest: BCPH may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of BCPH's obligations.

19. Notices: All notices provided under this IGA must be in writing and sent by Certified U.S.

Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. Statutory Requirements: This IGA is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of BCPH upon notice of final settlement (required for public works IGAs that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. RESERVED.

22. Entire Agreement/Binding Effect/Amendments: This IGA represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This IGA may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This IGA may not be assigned or subcontracted by BCPH without the prior written consent of the County. If BCPH subcontracts any of its obligations under this IGA, BCPH will remain liable to the County for those obligations and will also be responsible for subcontractors' performance under, and compliance with, this IGA.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this IGA. Any claim relating to this IGA or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this IGA will not be deemed to be a waiver of such rights or a waiver of any breach of the IGA. All remedies available to a Party in this IGA are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this IGA becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the IGA will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this IGA are reserved to the Parties. Any other person receiving services or benefits under this IGA is an incidental beneficiary only and has no rights under this IGA. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. RESERVED.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this IGA and the terms of any of the **IGA Documents**, the terms of the **IGA Documents** will control.

30. Governmental Immunity: Nothing in this IGA shall be construed in any way to be a waiver of either Party's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

31. RESERVED.

32. RESERVED.

33. Litigation Reporting: BCPH is not currently involved in any action before a court or other administrative decision-making body that could affect BCPH's ability to perform its obligations in this IGA. BCPH will promptly notify the County if BCPH is served with a pleading or other document in connection with any such action.

34. RESERVED.

35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this IGA, including but not limited to the authority to terminate this IGA.

36. RESERVED.

37. RESERVED.

38. Execution by Counterparts; Electronic Signatures: This IGA may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this IGA solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this IGA in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39. RESERVED.

40. RESERVED.

41. Limitation of Liability: NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS IGA, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS IGA, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO BCPH.

42. Legal Interpretation. Each Party recognizes that this IGA is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this IGA. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this IGA.

43. RESERVED.

44. Insurance: Each Party is a "public entity" under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, and shall always during the terms of this IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its

liabilities under the Act. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this IGA as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of BCPH	
Signature:		Signature: <u>Camille Rodriguez</u>	
Name:		Name: Camille Rodriguez	
Title:		Title: Executive Director	
Date:		Date: March 23, 2022	
↓↓ <i>For Board-signed documents only</i> ↓↓			
Attest Signature:		<i>Initial</i>	
Attestor Name:			
Attestor Title:			

Exhibit A – Scope of Work

1. BCPH will:

- (a) provide services for SLFRF project #s listed within this IGA agreement, described in more detail within project materials submitted by BCPH.
- (b) administer the SLFRF funds in accordance with the Addendum to Contract Office of Management and Budget Federal Subaward Requirements, attached as Exhibit B; Sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021) authorizing the Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF) respectively (referred to as the “Coronavirus State and Local Fiscal Recovery Funds” or “SLFRF”); Treasury guidance implementing SLFRF and other applicable laws, including but not limited to Interim Final Rule (31 CFR Part 35), Frequently Asked Questions, Reporting and Compliance Guidance, funding terms, and SAM.gov under assistance listing number 21.027, all of which are found here: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>; and all other relevant law, regulations, or guidance.
- (c) endeavor to conduct outreach in the community regarding availability of the SLFRF funds assistance;
- (d) gather data sufficient to meet reporting requirements; provide monthly, quarterly, and/or annual reports to the County on assistance provided, recipient demographics, programmatic information, expenditure reporting, and other data elements as required by the County and/or Treasury; and cooperate with the County in connection with any applicable reporting obligations, upon reasonable request by the County. BCPH will maintain up-to-date and accurate records related to budgets, financial activities, and progress reports to support the following:

(A) Reports. BCPH shall prepare and submit reports to the County in accordance with U.S. Treasury’s and the County’s requirements. In support of such reports, and upon request from the County, BCPH agrees to provide the County any and all information and documentation the County requires in order to prepare an accurate report to submit to Treasury or other entities, and further agrees to specifically reference that the funding for the ARPA comes from Treasury, as required by the Program Guidance. In the event that accurate and timely information is not made available to the County, BCPH shall also prepare and submit the following:

- (1) Progress report of BCPH's activities and accomplishments during the period with emphasis on the objectives of the activities.
- (2) Financial statement of ARPA expenditures made by BCPH during the period, including a comparison of accumulative BCPH expenditures made in the conduct of the projects to the specific cost categories and expenditure milestones.

(B) Copies of Plans. BCPH will provide to the County electronic copies of plans, reports, studies, or other documentation signifying and giving evidence of the

completion of the activities authorized by the terms of this Agreement at such time as BCPH has fulfilled its responsibilities in executing the terms of this Agreement.

(C) Project Completion Report. Upon termination or completion of the project, the County shall provide one (1) copy of the draft project completion report, and one (1) copy of the draft final financial status report to BCPH. Within thirty (30) days of receipt of the draft project completion report and draft final financial status report, BCPH shall review, complete, and return the reports to the County. Electronic submission of these and all reports is encouraged. The project completion report shall contain a certification from BCPH that the project is complete in all material respects and all costs for reimbursement have been submitted to the County. Within thirty (30) days, the County will provide notification that the project has been closed out.

(D) Annual Audit. A complete annual audit is not required by federal law if BCPH is a non-federal entity that expends less than \$750,000 in federal funds annually, including funds authorized by this grant. However, all financial records must be available for review or audit by appropriate officials of the County, Treasury, and the General Accounting Office. If BCPH will expend \$750,000 or more in federal funds during the calendar year in which the grant award made under this Agreement is expended, a single or program-specific audit must be submitted to the County for review immediately upon completion of a single or program specific audit. BCPH will include the activities delegated by the terms of this Agreement in its audit which shall be undertaken in accordance with the provisions of 2 CFR § 200.501-Audit Requirements, and which shall include a compliance review as per 24 CFR § 44.5.

(E) Retain Records. BCPH will retain and permit access by the County, the Treasury, and the Comptroller General to inspect all program records pertaining to the grant for a period of at least 5 years after the date of close-out as described in (C). Records to be maintained by BCPH will include, but are not limited to, the following: applications including eligibility determinations and supporting documentation, reporting to the County, duplication of benefits, beneficiary and demographic information, financial assistance provided, procurements and proofs of payment, and other compliance documentation as required by the County.

(F) Cooperate with Evaluation. BCPH will ensure the cooperation of its staff and other responsible officials in the efforts of the County to monitor and evaluate BCPH's activities. BCPH will actively assist the County in the following activities:

(1) Remote evaluation or on-site visits by the County, as necessary as determined by the County, made to monitor the progress of the activities delegated, to review compliance with the terms of this Agreement, and to offer assistance in the conduct of the project. Such on-site visits or remote evaluations will be undertaken as necessary, but at least once prior to grant close-out.

(2) Any special monitoring or evaluation activities made necessary by the imposition by the County or Treasury of additional reasonable requirements;

- (e) develop and maintain compliant policies, procedures, and other program documents, as required by the County or Treasury, and revise documents when necessitated by new or revised guidance from the County or Treasury;
- (f) retain all financial and programmatic records related to the administration of the SLFRF funds, and provide County with access to those records, for five years after program close-out;
- (g) separately track and report on funds expenditure, including but not limited to financial, performance, or address-level data;
- (h) cooperate with the County in monitoring or audit of files, processes, or other aspects of the program;
- (i) comply with all applicable federal, state, and local laws, rules, statutes, charter provisions, ordinances, regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program. The County may, from time to time, impose additional reasonable obligations, so long as such obligations do not conflict with and can be reasonably shown to correlate to the legal requirements referenced in subsection (a) of this paragraph. In the event BCPH believes it cannot feasibly comply with any additional obligations imposed under this paragraph, or questions the reasonableness thereof, or in the event the County is dissatisfied with BCPH' s effort to fulfill obligations imposed under this Paragraph, BCPH and the County shall confer in good faith to resolve the dispute to the satisfaction of both parties. In the event such conference fails to resolve the dispute, the County may impose corrective actions pursuant to Paragraph 2(d) below; and
- (j) invoice for indirect and direct administrative costs related to the performance of its obligations hereunder, in accordance with the requirements of the funds, with an administrative cost aggregate amount equal to no more than 10 percent of the total awarded amount.

2. The County will:

- (a) Provide project oversight to ensure compliance and effective implementation, and work collaboratively with BCPH to achieve objectives and remain in compliance;
- (b) Review all policies, processes, and procedures; and application, contracting, and award templates;
- (c) Require project forms as necessary to administer the subaward, including duplication of benefits and other forms as necessary;
- (d) Impose corrective actions on BCPH if necessary; and
- (e) Monitor, evaluate, and provide guidance, direction, and technical assistance to BCPH in the conduct of activities listed in section 1 of this Exhibit A.

EXHIBIT B**ARPA COVER PAGE FOR FEDERAL AWARD ADDENDA**

ARPA-funded contract?

 Yes (if “Yes,” complete the below table) No

If this Contract is ARPA-funded, as identified above, this Cover Page is incorporated into the Contract.

The ADDENDUM following this Cover Page is incorporated into the Contract by reference whether or not the Contract is ARPA-funded.

Name/Type of Federal Award	On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program.
Prime Recipient name	Boulder County, Colorado
Boulder County DUNS number	075755199
Federal Award Identification Number (FAIN)	SLFRP3416
Federal Award Date (Federal award date means the date when the Federal award is signed by the authorized official of the Federal awarding agency)	June 8, 2021
Subrecipient/Contractor name	Boulder County Public Health
Subrecipient/Contractor DUNS number	788587665
Does Subrecipient/Contractor have an active registration with the System for Award Management (SAM) (https://www.sam.gov)?	Yes
Contract Period of Performance Start Date	3/3/2021
Contract Period of Performance End Date	12/31/2023
Amount of Federal Funds Obligated by this action	\$2,722,916
Total Amount of Federal Funds Obligated to the subrecipient	\$2,722,916
Subrecipient Primary Place of Performance Address, City, State, Zip+4)	3450 Broadway, Boulder, CO 80304-1824
Total Amount of SLFRF funds awarded to Boulder County	\$63,359,749.00

<p>Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)</p>	<p>Sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021) authorizes the Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF) respectively (referred to as the “Coronavirus State and Local Fiscal Recovery Funds” or “SLFRF”), which provides \$350 billion in total funding to Treasury to make payments generally to States (defined to include the District of Columbia), U.S. Territories (defined to include, Puerto Rico, U.S. Virgin Islands, Guam, Northern Mariana Islands, and American Samoa), Tribes, Metropolitan cities, Counties, and Nonentitlement units of local government to respond to the COVID-19 public health emergency or its negative economic impacts, including to provide assistance to households, small business, nonprofits, and impacted industries, such as tourism, travel, and hospitality; respond to workers performing essential work during the COVID-19 pandemic by providing premium pay to eligible workers of the State, territory, tribal government, metropolitan city, county, or nonentitlement units of local government performing essential work or by providing grants to eligible employers that have eligible workers; provide government services, to the extent of the reduction of revenue due to COVID-19 relative to revenue collected in the most recent full fiscal year of the State, territory, tribal government, metropolitan city, county, or nonentitlement units of local</p>
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	<p>government; or make necessary investments in water, sewer, or broadband infrastructure. Section 602(b) of the Act prescribes that \$219.8 billion must be allocated as follows: (1) \$4.5 billion reserved for making payments to the U.S. Territories; (2) \$20 billion reserved for making payments to Tribal governments; and (3) \$195.3 billion reserved for making payments to the 50 States and the District of Columbia. Section 603(b) of the Act prescribes that \$130.2 billion must be allocated as follows: (1) \$45.57 billion reserved for making payments to Metropolitan cities; (2) \$19.53 billion reserved for making payments to States for distribution to Nonentitlement units of local government; and (3) \$65.1 billion reserved for making payments to Counties.</p>
<p>Name of Federal awarding agency, pass-through entity, and contact information for awarding official</p>	<ul style="list-style-type: none"> • Federal Awarding Agency – U.S. Department of Treasury • Pass-Through Entity – Boulder County • Contact information for Boulder County’s ARPA Administrator – Leslie Irwin, lirwin@bouldercounty.org
<p>Assistance Listing(s) (formerly known as the CFDA) number and Title</p>	<p>In SAM.gov under assistance listing number 21.027</p>
<p>No indirect cost rate has been negotiated for the Federal award, so the de minimis rate of 10% of modified total direct costs will be used</p>	<p>De minimus rate of 10% modified total direct costs. BCPH indirect costs to be funded as direct expenses under project 7.1.4 BCPH ARPA ADMIN.</p>

ADDENDUM TO CONTRACT

OFFICE OF MANAGEMENT AND BUDGET

FEDERAL SUBAWARD REQUIREMENTS

This is an addendum to the **Intergovernmental Agreement Regarding American Rescue Plan Act Funds Allocated by IS Department of Treasury to Boulder County** (the “Contract”), between **Boulder County Public Health** (“Subrecipient”), and Boulder County, (the “County”).

A Federal award, as defined in 2 C.F.R. § 200.1, is being used to fund the Contract. Accordingly, the parties acknowledge that the above-referenced contract is subject to applicable provisions of 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other federal requirements identified in the award terms, assistance listing, and any other related federal guidance as any of these requirements may be amended. To the extent federal requirements are not included below or in the event of a conflict between federal guidance and the below, the terms of the federal requirements shall control.

This Addendum is hereby expressly incorporated into the contract between Boulder County and the Subrecipient. Regardless of any conflict of provisions language contained in the Contract, to the extent that the terms of the Contract and this Addendum conflict, the terms of this Addendum shall control.

The applicability of the following contract provisions are described in brackets, below. As applicable, the following provisions are hereby added and incorporated into the above-referenced Contract:

2 C.F.R. § 200.113 Mandatory disclosures.

[All contracts]

Subrecipient must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

2 C.F.R. § 200.209 Certifications and representations.

[All contracts]

Unless prohibited by the U.S. constitution, Federal statutes or regulations, the County is authorized to require Subrecipient to submit certifications and representations required by Federal statutes, or regulations on an annual basis. Submission may be required more frequently if Subrecipient fails to meet a requirement of a Federal award.

2 C.F.R. § 200.303 Internal controls.

[All contracts]

(a) Subrecipient agrees to utilize the funds received under the Contract in compliance with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal award.

(b) Subrecipient shall comply with the U.S. Constitution, Federal statutes, regulations, and terms and conditions of the Federal award.

(c) Subrecipient shall evaluate and monitor, on an ongoing basis, its compliance with statutes, regulations, and the terms and conditions of Federal awards.

(d) Subrecipient shall take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

(e) Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or County designates as sensitive or the County considers sensitive consistent with applicable Federal, state, local and tribal laws regarding privacy and obligations of confidentiality.

2 C.F.R. § 200.331 Subrecipient determination.

This subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the Subrecipient because under this Contract, Subrecipient may have the following responsibilities:

- (1) Determines who is eligible to receive what Federal assistance;
- (2) Has its performance measured in relation to whether objectives of a Federal program were met;
- (3) Has responsibility for programmatic decision-making;
- (4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- (5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

2 C.F.R. § 200.332 Requirements for pass-through entities.

[For subawards received by subrecipients as defined by 2 C.F.R. § 200.331(a)]

(a)(1) Subrecipient certifies that it has received from County, as a pass-through entity, the best information available to describe the Federal award and subaward, including the Federal Award Identification information as set forth in 2 C.F.R. § 200.331(a)(1).

(a)(2) Subrecipient certifies that it has received and shall comply with all Federal award requirements imposed on County. Subrecipient shall use the Federal award in accordance with Federal statutes, regulations, and terms and conditions of the Federal award.

(a)(3) Subrecipient certifies that it has received and shall comply with all additional requirements that County imposes on Subrecipient in order for County, as the pass-through entity, to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.

(a)(4) Subrecipient certifies that it has received an approved federally recognized indirect cost rate negotiated between Subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between County and Subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in § 200.414 Indirect (F&A) costs, paragraph (f).

(a)(5) Subrecipient shall permit County and auditors to have access to Subrecipient's records and financial statements as necessary for County to meet its requirements under federal regulations.

(a)(6) Subrecipient certifies that it has received and shall comply with the appropriate terms and conditions concerning closeout of the subaward that Subrecipient is receiving as a subrecipient.

(b) Subrecipient shall provide to County, upon request and in order for County to fulfill its obligations under 2 C.F.R. § 200.331(b), the following information:

(1) Subrecipient's prior experience with the same or similar subaward;

(2) Results of previous audits including whether or not Subrecipient receives a Single Audit in accordance with Subpart F – Audit Requirements of 2 C.F.R. Part 200, and the extent to which the same or similar subaward has been audited as a major program;

(3) Whether Subrecipient has new personnel or new or substantially changed systems; and

(4) The extent and results of Federal awarding agency monitoring (e.g., if Subrecipient also receives Federal awards directly from a Federal awarding agency).

(c) County reserves the right to impose specific subaward conditions upon Subrecipient if appropriate as described in 2 C.F.R. § 200.207.

(d)(1) Subrecipient shall provide financial and performance reports as requested by County for purposes of ensuring that the subaward is used for authorized purposes, including compliance with Federal statutes, regulations, the terms and conditions of the subaward, and achievement of subaward performance goals.

(d)(2) Subrecipients shall take timely and appropriate action on all deficiencies pertaining to the Federal award detected through audits, on-site reviews, and other means.

(d)(3) The Parties agree that the Contract is subject to 2 C.F.R. § 200.521.

(e) Subrecipient agrees to cooperate with County in (1) providing training and technical assistance on program-related matters, (2) performing on-site reviews of Subrecipient's program operations, and (3) arranging for agreed-upon-procedures engagements as described in 2 C.F.R. § 200.425, as deemed necessary by County to ensure compliance with program requirements and achievement of performance goals.

(f) Without limiting the intent of any other provision contained in the Contract or this Addendum, Subrecipient agrees to comply with any audit as required by Subpart F – Audit Requirements of 2 C.F.R. Part 200 when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. § 200.501.

(h) County reserves the right to take enforcement action against Subrecipient as set forth in 2 C.F.R. § 200.338 for noncompliance with 2 C.F.R. Part 200 and program regulations.

2 C.F.R. Part 200 Appendix II: Contract Provisions for non-Federal Entity Contracts Under Federal Awards

(A) *[For contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908]*

Breach. Any breach of the Contract by Subrecipient shall be governed by the termination and remedies provisions of the Contract. Additionally, in the event that the County incurs damages as a result of Subrecipient's breach, the County may pursue recovery of such damages from Subrecipient. The County further retains the right to seek specific performance of the Contract at any time as authorized by law. The County further retains the right to otherwise pursue any remedies available to the County as a result of the Subrecipient's breach, including but not limited to administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties. Termination for cause and convenience are governed by the provisions of the Contract.

(B) *[All contracts in excess of \$10,000]*

Termination. Termination for cause and convenience are governed by the termination and remedies provisions of the Contract.

(C) *[Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3]*

Equal Employment Opportunity. Subrecipient agrees to comply with the Equal Opportunity Clause provided under 41 CFR 60-1.4(a) (Government Contracts) and 41 CFR 60-1.4(b) (Federal Assisted Construction Contracts), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Subrecipient further agrees to include this provision, including the Equal Opportunity Clause or a reference thereto, in any subcontracts it enters into pursuant to the Contract.

(D) *[When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities]*

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Subrecipient must fully comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance therewith, Subrecipient must 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. In addition, Subrecipients must be required to pay wages not less than once a week.

Copeland “Anti-Kickback” Act (40 U.S.C. 3145). Subrecipient must fully comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Subrecipients and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Pursuant to the Act, Subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County shall report all suspected or reported violations of the Copeland “Anti-Kickback” Act to the Federal awarding agency.

(E) *[Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers]*

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Subrecipient must fully comply with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708), including 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contract is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) [*If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a)*]

Rights to Inventions Made Under a Contract or Contract. For contracts entered into by the Subrecipient or the County with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the parties must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

(G) [*Contracts and subgrants of amounts in excess of \$150,000*]

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. All parties agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All parties shall report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) [*For contract awards (see 2 CFR 180.220)*]

Debarment and Suspension (Executive Orders 12549 and 12689). Subrecipient attests that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) [*For contracts exceeding \$100,000*]

(II)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Subrecipient attests that it has filed the required certification under the Byrd Anti-Lobbying Amendment. Subrecipient attests that it has certified 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. Subrecipient further attests that it has disclosed, and will continue to disclose, any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(J) [*All contracts*]

Procurement of recovered materials (2 CFR §200.323). All parties agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) [*All contracts*]

Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR §200.216). Subrecipient is prohibited from obligating or expending funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(L) [*All contracts*]

2 C.F.R. Part 25 (Universal Identifier and System for Award Management) and 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information).

Subrecipient must obtain and provide to County a unique entity identifier pursuant to 2 CFR Part 25. Subrecipient must comply with 2 C.F.R. Part 170 regarding reporting Federal awards to establish requirements for recipients' reporting of information on subawards and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, hereafter referred to as "the Transparency Act".

(M) [*All contracts*]

2 C.F.R. § 200.322 Domestic preferences for procurements. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(N) [*All contracts*]

Civil Rights Requirements

Subrecipient shall comply with all statutes and regulations prohibiting discrimination applicable to this award, which include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Assurances of Compliance with Civil Rights Requirements

1. 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 Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars,

policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. 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’s programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

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

5. Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

(O) [*All contracts*]

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

As a Subrecipient, you agree to comply with the requirements of the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) that applies to grants. Specifically, Subrecipient agrees to:

(a) First, make a good faith effort, on a continuing basis, to maintain a drug-free

workplace. You must agree to do so as a condition for receiving any award covered by this part. The specific measures that you must take in this regard are described in more detail in subsequent sections of this subpart. Briefly, those measures are to -

- (1) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see §§ 20.205 through 20.220); and
- (2) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see § 20.225).

(b) Second, identify all known workplaces under your Federal awards (see § 20.230).

(P) [*All contracts*]

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

Subrecipient certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

(Q) [*All contracts*]

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

(R) [All contracts]

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the County encourages its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving.

(S) [All contracts]

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).

If subcontracts are to be let, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. As set forth in 2 C.F.R. § 200.321(b)(1)-(5), such affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(T) [Construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold as defined in 2 C.F.R. § 200.88]

Bonding requirements (2 C.F.R. § 200.326).

Except where the Federal awarding agency or pass-through entity has made a determination that alternative bonding policy and requirements adequately protect the Federal interest, Contractor agrees to comply with the following minimum bonding requirements:

- (a) Contractor must provide a bid guarantee equivalent to five percent of the bid

price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Contractor will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

- (b) Contractor must provide a performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
- (c) Contractor must provide a payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.