

Funding Agreement

| DETAILS SUMMARY | |
|--|--|
| Document Type | New Contract |
| OFS Number-Version | 302978 |
| County Contact Information | |
| Boulder County Legal Entity | Boulder County |
| Department | Department of Housing and Human Services |
| Division/Program | Partnerships, Contracts and Services Division (ARPA) |
| Mailing Address | PO Box 471 Boulder, CO |
| Contact 1– Name, email | Rory Trujillo Thomes, Community Investments and ARPA Project Manager, rthomes@bouldercounty.org |
| Contact 2– Name, email | Joyce Westbrook, Human Services Finance Manager jwestbrook@bouldercounty.org |
| Recipient Contact Information | |
| Recipient Name | Young Men’s Christian Association of Boulder Valley, dba YMCA of Northern Colorado |
| Recipient Mailing Address | 2800 Dagny Way, Lafayette, CO 80026 |
| Contact 1- Name, title | Lisa Swainey, Senior Vice President of Community Programs, lisa.swainey@ymcanoco.org |
| Contact 2 | Motria Ramos, Senior Director of Grants Management, Motria.Ramos@ymcanoco.org |
| Term | |
| Start Date | January 1, 2023 |
| Expiration Date | December 31, 2026 |
| Amount | |
| Funding Amount (not to exceed) | \$500,000 |
| Brief Justification for Funding | |
| The purpose of this contract is to provide the YMCA of Northern Colorado funding via the American Rescue Plan Act (ARPA) to continue to provide affordable, high-quality childcare services to Boulder County Residents. | |
| Agreement Documents | |
| Exhibit A – Statement of Work Exhibit B – Payment and Reporting Requirements Exhibit B-1 – Budget Form Exhibit B-2 – Reporting Requirements Exhibit C – Federal Addendum | |
| Purchasing Details – County Internal Use Only | |
| Bid Number | N/A |
| Award Date | N/A |
| Purchasing Notes | N/A |
| Agreement Notes (Additional information not included above) | |
| PO | New PO |
| Chart of Accounts String | 117.45058.74000.1010.102493.DR12 |

THIS FUNDING AGREEMENT ("Agreement") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Boulder County Department of Housing and Human Services (County") and Young Men's Christian Association of Boulder Valley, dba YMCA of Northern Colorado ("Recipient"). County and Recipient are each a "Party," and collectively the "Parties."

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

1. Incorporation into Agreement: The **Details Summary** is incorporated into this Agreement. The **Agreement Documents** are incorporated into this Agreement by reference.
2. Use of Funds: Recipient must use the **Funding Amount** for the purposes, and pursuant to the terms, set forth on Exhibit A.
3. Term of Agreement: The **Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. The Funding Amount must be used during the **Term**.
4. Payment of Grant Funding: County will pay to Recipient an amount not to exceed the Funding Amount in accordance with the **Agreement Documents**.
5. Indemnity: Recipient will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Recipient, its employees, agents, representatives or other persons acting under Recipient's direction or control in performing or failing to perform its obligations under this Agreement. Recipient will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Recipient, its employees, agents or representatives, or other persons acting under Recipient's direction or control. This indemnification obligation will extend to claims based on Recipient's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Recipient under any circumstances. Recipient's obligations under this provision shall survive expiration or termination of this Agreement. Nothing contained in this Agreement or the **Agreement Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.
6. Nondiscrimination: Recipient will comply with the letter and spirit of 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. Recipient must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.
7. Information and Reports: Recipient will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Recipient will permit access to such representatives to Recipient'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 Recipient, Recipient must so certify to the County and explain what efforts it has made to obtain the information.

8. Independent Contractor: Recipient is an independent contractor for all purposes. Recipient is not an employee of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Recipient or Recipient's employees. Recipient will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

9. Termination for Non-Appropriation: The other provisions of this Agreement notwithstanding, the County is prohibited by law from making commitments beyond the current fiscal year. Payment to Recipient beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Agreement without penalty by providing seven (7) days' written notice to Recipient.

10. Termination for Breach: Either Party's failure to perform any of its material obligations under this Agreement, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Recipient, or the appointment of a receiver or similar officer for Recipient or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute 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 notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Agreement or at law, including immediate termination of this Agreement.

11. Termination for Convenience: County may terminate this Agreement, in whole or in part, for any reason, upon seven (7) days' advance written notice to Recipient.

12. Remedies for Non-Performance: If Recipient fails to perform any of its obligations under this Agreement, County may, at its sole discretion, and in addition to any remedies available at law or in equity, require Recipient to repay all or any part of the Funding Amount to County.

13. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

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

15. Notices: All notices provided under this Agreement 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.

16. Statutory Requirements: This Agreement 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 Recipient upon notice of final settlement (required for public works contracts 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.

17. Entire Agreement/Binding Effect/Amendments: This Agreement represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Agreement terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the subject matter hereof. This Agreement may be amended only by a written agreement signed by both Parties.

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

19. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Agreement. Any claim relating to this Agreement 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.

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

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

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

23. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.

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

25. Governmental Immunity: Nothing in this Agreement shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
26. Representations and Warranties: Recipient represents and warrants the following:
- a. Execution of this Agreement and performance thereof is within Recipient's duly authorized powers;
 - b. The individual executing this Agreement is authorized to do so by Recipient;
 - c. Recipient is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Recipient; and
27. Legal Compliance: Recipient assumes full responsibility for obtaining and maintaining any permits and licenses required to carry out its obligations hereunder. Recipient's performance under this Agreement will comply with all Federal, State, and local laws, regulations, ordinances and codes.
28. Litigation Reporting: Recipient is not currently involved in any action before a court or other administrative decision-making body that could affect Recipient's ability to carry out its obligations hereunder. Recipient will promptly notify the County if Recipient is served with a pleading or other document in connection with any such action.
29. 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 Agreement, including but not limited to the authority to terminate this Agreement.
30. Publicity Releases: Recipient will not refer to this Agreement or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Agreement.
31. Execution by Counterparts; Electronic Signatures: This Agreement 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 Agreement 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 Agreement 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.
32. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO RECIPIENT FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

[SIGNATURE PAGE TO FOLLOW]

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

| SIGNED for and on behalf of Boulder County | | SIGNED for and on behalf of Recipient | |
|---|-----------------|--|--|
| Signature: | | Signature: | |
| Name: | | Name: Dr. Chris Coker | |
| Title: | | Title: Chief Executive Officer | |
| Date: | | Date: | |
| <p style="text-align: center;">↓↓ <i>For Board-signed documents only</i> ↓↓</p> | | | |
| Attest: | <i>Initials</i> | | |
| Attestor Name: | | | |
| Attestor Title: | | | |

**EXHIBIT A
STATEMENT OF WORK**

1. PROJECT DESCRIPTION

The YMCA of Northern Colorado provides childcare to more than 2,000 Boulder County children each year, with approximately 30% of families receiving financial assistance to offset the cost of childcare services.

The purpose of this contract is to provide the YMCA of Northern Colorado funding via the American Rescue Plan Act (ARPA) to continue to provide affordable, high-quality childcare services to Boulder County Residents.

The use of ARPA funding will focus on supporting the financial aid offered by YMCA with an emphasis on meeting the needs of Boulder Counties low-income and communities of color.

2. PERFORMANCE RESPONSIBILITES

Contractor, in accordance with the terms and conditions in this Funding Agreement, shall, in a timely and satisfactory manner, the following services:

The YMCA of Northern Colorado will address childcare accessibility and affordability and improve childhood outcomes through their various childcare programs including preschool, school aged programs (before and afterschool care, including school days off), summer day camps and summer overnight camps for Boulder County children ages 2.5-17. Through these services, the YMCA of Northern Colorado will:

- A. Provide approximately 250 Boulder County Children with financial aid for childcare per year.
 - a. Provide YMCA Membership as an additional benefit to financial aid recipients.
- B. Provide childcare to an unlimited number of CCAP recipients, with the goal of serving approximately 350 CCAP families per year.

3. TARGET POPULATION

The target population for this program are Boulder County residents who are low-income and/or historically marginalized who have disparate access to childcare services. Contractor shall ensure that priority for services be provided to individuals and families within geographic service area who are at high risk or have unmet needs.

4. REFERRALS FOR SERVICE

- A. Contractor agrees to accept and prioritize referrals from other service providers and government agencies operating in Boulder County who serve similar populations.
- B. Contractor agrees to work collaboratively with BCDHHS and other community partners to ensure participants are enrolled in all self-sufficiency benefits for which they are eligible to receive.
- C. Contractor will make referrals to appropriate service providers in effort to move participants from crisis to stability, establishing a network of care supporting the participant.

- D. Contractor shall refer all participants to their local Family Resource Center (OUR Center, Emergency Family Assistance Association (EFAA), or Sister Carmen Community Center) for additional stabilizing services, depending on their geographic location.

5. MEETINGS AND COMMUNICATIONS

- A. BCDHHS and Contractor may meet semi-annually to evaluate Contract usage and program effectiveness that may include:
 - i. recommendations for modifications in the scope of services for this Contract,
 - ii. technical assistance necessary to enable the performance of this Contract by Contractor, or
 - iii. the specification of necessary additional services to enable Contractor's performance of the services provided under this Task Order Contract.
 - iv. Contractor agrees to coordinate with all Boulder County ARPA staff, as needed.
- B. A fiscal review may be conducted during the Contract term. Prior to this review, BCDHHS may request a copy of Contractor's published annual report for the prior year.
- C. BCDHHS will communicate with Contractor regarding applicable trainings and meetings as available.

6. DELIVERABLE AND REPORTING REQUIREMENTS

- A. Program Level Reports: Quarterly reports for the Contractor (containing the data included in Exhibit B-2) shall be due on the 20th of the month following the end of each quarter. Subsequent reports to the initial quarterly report shall contain cumulative data and the 4th quarter report shall contain fourth quarter and annual totals. If Contractor is unable to meet reporting deadlines Contractor shall notify the County to request an extension.
 - a. Contractors will submit quarterly reports as described in Exhibit B-2 to Rory Trujillo Thomes (rthomes@bouldercounty.org) and ARPA Project Team (arpadocs@bouldercounty.org)

**EXHIBIT B
PAYMENT AND REPORTING REQUIREMENTS**

1. BUDGET

- A. The total dollar amount for this Contract shall not exceed \$500,000. The approved budget is included as Exhibit B-1, Budget Form.
- B. The projected allocation of funds across the services identified in this funding agreement is outlined in the table below:

| Service Area | Funding Amount |
|--|-----------------------|
| Financial Aid for Boulder County Children | \$350,000 |
| Y Membership Fees as a Financial Aid Benefit for Boulder County Families | \$25,000 |
| CCAP Losses Incurred for Boulder County Children | \$125,000 |

- C. For all allocations, the amount of funding that is used can only be an “up-to” percentage based on the percentage of clients served who are Boulder County Residents.
 - i. For the reimbursement of lost revenue related to serving families receiving CCAP, BCDHHS will only pay the portion of revenue lost for Boulder County Residents as calculated as a percentage of total revenue loss.
 - ii. Example:

CALCULATING LOSS REIMBURSEMENT

| | |
|---|-------------|
| NET INCOME (LOSS) FROM CCAP SLOTS | \$1,000,000 |
| TOTAL NUMBER OF CLIENTS SERVED | 2,000 |
| TOTAL NUMBER OF BOULDER COUNTY RESIDENTS SERVED | 1,000 |
| % OF BOULDER COUNTY RESIDENT | 50% |
| REQUESTED PAYMENT | \$500,000 |

- D. Contractor has the discretion to transfer up to ten percent (10%) of the approved budget between the major direct cost budget categories without the approval of BCDHHS. Any budget transfer greater than ten percent (10%) requires prior written approval from an authorized BCDHHS representative.

2. PAYMENT AND REPORTING REQUIREMENTS

- A. Monthly Invoicing
 - i. BCDHHS shall provide Contractor with a monthly invoice template.
 - ii. Contractor shall complete and submit monthly invoices and supporting documentation that supports the amount invoiced on/or before the fifteenth (15th) calendar day following the reporting period, regardless of the level of activity or amount of expenditure(s) in the preceding report period.
 - a. **Any invoices submitted 90 days after due date will not be accepted by BCDHHS.**
 - iii. Monthly invoiced expenses shall be for actual expenditures incurred by the Contractor.

- iv. If Contractor does not produce sufficient documentation as described above at financial review visits, BCDHHS has the right to recapture any unsupported payments.

C. Payments

- i. Monthly invoices, supporting documentation, and all required deliverables as outlined in Exhibit A, Section 6, Deliverable and Reporting Requirements must be submitted in a timely manner and in accordance with the terms of the Contract to receive payment.
- ii. Payments will be made to Contractor based on the actual calculated cumulative funding gaps identified for CCAP, up to the total amount identified in the service delivery area budget in Section 1.B above. Each funding gap shall be paid proportional to the percent of Boulder County residents served by each unique program. For example, if 80% of a program's clients are Boulder County residents, then 80% of the funding gap may be covered by this Contract. Contractor shall not invoice BCDHHS for services delivered to any non-Boulder County residents.
- iii. BCDHHS will reimburse the Contractor within 30 days of receipt and approval of a fully supported and payable invoice. BCDHHS will follow-up with Contractor within 15 days of receipt should there be any questioned or unsupported costs.

D. Internal Controls

- i. Contractor shall maintain written internal control policies and procedures around financial and accounting practices, including procurement policies and procedures.
- ii. Confidentiality of Client Information and Records: Contractor shall maintain best practices for safeguarding confidential information, including signed certification from Contractor's directors, officers and employees.
- iii. Conflict of Interest: Contractor shall maintain best practices regarding conflicts of interest, including signed certification from Contractor's directors, officers and employees.
- iv. Written policies and procedures shall be made available to BCDHHS during financial review visits or upon request. During the Contract term, BCDHHS will request to review Contractor's procurement policy.

3. **SCHEDULE OF ATTACHMENTS:**

The following attachments to this Exhibit are hereby attached and incorporated by this reference:

- i. Exhibit B-1, Budget Form

**EXHIBIT B-1
BUDGET FORM**

| Boulder County Department of Housing and Human Services ARPA Budget | |
|---|---------------------|
| Agency Name: YMCA of Northern Colorado | |
| Program Name: Scholarship Program | |
| Approved Budget Amount 2023-2026 | 500,000 |
| DESCRIPTION | Budget of Line Item |
| Salaries | |
| Payroll Taxes & Benefits | |
| Operating Expenses <i>(list costs including travel, rent, utilities, phone, postage, supplies, & printing)</i> | |
| Financial Aid for Boulder County Children 2023-2026 | \$ 350,000 |
| Y Membership as a Financial Aid Benefit 2023-2026 | \$ 25,000 |
| CCAP Losses for Unlimited CCAP Spots Incurred by the Y 2023-2026 | \$ 125,000 |
| Subcontractor/consultation services | |
| Other Costs | |
| TOTAL Program Budget | \$ 500,000 |

EXHIBIT B-2 REPORTING REQUIREMENTS

| | | | | |
|--|---------------------------|-----------|-----------|-----------|
| Name of Organization: | YMCA of Northern Colorado | | | |
| Name of Program (should match funding award): | YMCA Scholarship Program | | | |
| Name of Person Completing Report: | | | | |
| Program staff email to use if questions arise: | | | | |
| | | | | |
| Quarterly Reporting Metrics | Q1 | Q2 | Q3 | Q4 |
| Total Number of Children Served by Program | | | | |
| Number of Children Served by Residency | | | | |
| Boulder | | | | |
| Lafayette | | | | |
| Louisville | | | | |
| Longmont | | | | |
| Erie | | | | |
| Lyons | | | | |
| Nederland | | | | |
| Superior | | | | |
| Jamestown | | | | |
| Other Cities Inside Boulder County | | | | |
| Homeless Inside Boulder County | | | | |
| Other Cities Outside Boulder County | | | | |
| Homeless Outside Boulder County | | | | |
| Unknown | | | | |
| Number of Children Served by Program by Age | | | | |
| 0-5 | | | | |
| 6-12 | | | | |
| 13-17 | | | | |
| 18 and Over | | | | |
| Race | | | | |
| Asian | | | | |
| American Indian/Alaska Native | | | | |
| Black/African American | | | | |
| White/Caucasian | | | | |
| Native Hawaiian or other Pacific Islander | | | | |
| Mixed Race | | | | |
| Other | | | | |
| Declined to Answer | | | | |
| Data Not Collected | | | | |
| Total | | | | |
| Ethnicity | | | | |
| No, Not of Hispanic or Latina/o origin | | | | |
| Yes, of Hispanic or Latina/o Origin | | | | |
| Declined to Answer | | | | |
| Data Not Collected | | | | |
| Total | | | | |
| Primary Language | | | | |
| English | | | | |
| Spanish | | | | |
| Other | | | | |
| Unknown | | | | |
| Total | | | | |
| Household Income (%of AMI) | | | | |
| Low (at or below 40% AMI) | | | | |
| Low-Moderate (at or below 65% AMI) | | | | |
| | | | | |
| | | | | |
| Programmatic Metrics: | Q1 | Q2 | Q3 | Q4 |
| Number of Children Receiving Financial Aid | | | | |
| Number of CCAP Families Served by Quarter | | | | |
| Number of Families Who Utilize Free YMCA Memberships | | | | |

EXHIBIT C
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. |
| Recipient name | Boulder County, Colorado |
| Boulder County DUNS number | 075755199 |
| Federal Award Identification Number (FAIN) | 20-1982-0-1-806 |
| Federal Award Date (Federal award date means the date when the Federal award is signed by the authorized official of the Federal awarding agency) | March 11, 2021 |
| Federal Award Identification Number (FAIN) | 20-1982-0-1-806 |
| Federal Award Date (Federal award date means the date when the Federal award is signed by the authorized official of the Federal awarding agency) | March 11, 2021 |
| Subrecipient/Contractor name | Young Men’s Christian Association of Boulder Valley, dba YMCA of Northern Colorado |
| Subrecipient/Contractor DUNS number | |
| Subrecipient/Contractor sam.gov number | V39ET4AYHS39 |
| Contract Period of Performance Start Date | January 1, 2023 |
| Contract Period of Performance End Date | December 31, 2026 |
| Amount of Federal Funds Obligated by this action | \$500,000.00 |
| Total Amount of Federal Funds Obligated to the subrecipient | \$500,000.00 |
| 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 non entitlement units of local</p> |
|---|--|

| | |
|---|---|
| | <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 Non entitlement 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</p> |

ADDENDUM TO CONTRACT
OFFICE OF MANAGEMENT AND BUDGET
POST FEDERAL AWARD REQUIREMENTS FOR PROCUREMENT CONTRACTS

This is an addendum to the **YMCA Scholarship Program** Contract (the “Contract”) between **YMCA of Northern Colorado** Contractor”), 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 Contractor. 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]

Contractor 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 Contractor to submit certifications and representations required by Federal statutes, or regulations on an annual basis. Submission may be required more frequently if Contractor fails to meet a requirement of a Federal award.

2 C.F.R. § 200.303 Internal controls.

[All contracts]

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

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

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

(e) Contractor 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 Contractor determination.

This contract is for the purpose of obtaining goods and services for the County's own use, as it demonstrates that Contractor:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;
- (3) Normally operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the Federal program;
and
- (5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

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, 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 Contractor 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 Contractor's breach, the County may pursue recovery of such damages from Contractor. 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 Contractor'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. Contractor 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.” Contractor 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). Contractor 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, Contractor 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, contractors must be required to pay wages not less than once a week.

Copeland “Anti-Kickback” Act (40 U.S.C. 3145). Contractor 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, “Contractors 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, Contractor 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). Contractor 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 Contractor 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). Contractor 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*]

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractor attests that it has filed the required certification under the Byrd Anti-Lobbying Amendment. Contractor 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. Contractor 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 §200.322). 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). Contractor is prohibited from using 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.

Subrecipient must obtain and provide to County a unique entity identifier pursuant to 2 CFR Part 25.

(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.