



February 16, 2023

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Subrecipient Grant Agreement with Mercy Corps for Non-Profit Recovery Assistance. Grant value is \$1.25M for 19 months. Funding through County American Rescue Plan Act Funds. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	<p>Previously approved ARPA allocation for \$4,000,000 in funding for capacity building Nonprofits at the July 13, 2021 Policy Meeting and further details of progress of the allocation brought to June 28, 2022 Issues &amp; Updates Meeting.</p> <p>Briefed at Issues February 14, 2023</p>		
<b>Performance Clackamas</b>	<p>Which indicator of success does this item affect?</p> <ol style="list-style-type: none"> <li>1. Grow a Vibrant Economy- Nonprofit/Business growth</li> <li>2. Ensure safe, healthy and secure communities- Increased ability of individuals and families to access health and human services</li> </ol>		
<b>Counsel Review</b>	Andrew Naylor	<b>Procurement Review</b>	N/A
<b>Contact Person</b>	Jennifer Hardnett	<b>Contact Phone</b>	503-655-8579

**EXECUTIVE SUMMARY:** The purpose of the previously approved ARPA fund allocation is to improve the capacity and resiliency of community based organizations (CBOs) who are still coping with the negative economic impacts of COVID19. The goal for the \$1,250,000 allocation is to ensure our partners are able to develop and stand to work in complement with existing and/or restrained county services. Given our current economy with the rising prices/inflation, CBOs report that the increased service needs for our vulnerable communities continue to be very high. With this recovery funding, CBOs will be better equipped to serve the communities such as, those in rural areas, Black, Indigenous, Latinx, Asian, Pacific Islander, and low-income.

The County released a Notice for Funding Opportunity on October 18, 2022 requesting that multiple organizations assist the County in the distribution of the Capacity Building dollars. Acknowledging well equipped Nonprofits that are connected with other CBOs in our county will have the widest reach and expertise in Capacity Building. The evaluation committee selected the three Subrecipients through a competitive process. This organization has developed a process (to ensure ARPA eligibility) and will distribute dollars and services to benefit CBOs in Clackamas County. These dollars will begin to be distributed as soon as possible to meet the immediate needs. The Subrecipient will support 8-15

For Filing Use Only

beneficiaries in the following two ways under APRPA's guidance:

1. Provide an assistance payment to the Nonprofit/Community Based Organizations that have been negatively affected by the economic impacts of the COVID-19 pandemic.
2. Provide capacity building technical assistance for the NP/CBO beneficiaries' resiliency.

**RECOMMENDATION:** Staff recommends approval of this agreement, and authorizes the Chair to sign on behalf of the County.

Respectfully submitted,

Martine Coblentz  
Equity and Inclusion Officer  
County Administration

Attachments:

23-015 Mercy Corps Subrecipient Agreement

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 23-015**

Project Name: **Non-profit Recovery Assistance**

Project Number:

This Agreement is between **Clackamas County** (“COUNTY”), a political subdivision of the State of Oregon, acting by and through its County Administration Department, and **Mercy Corps** (“SUBRECIPIENT”), An Oregon Nonprofit Corporation.

**Clackamas County Data**

Grant Accountant: **Joseph Rosevear**

Program Manager: **Jennifer Hardnett**

Clackamas County – Finance  
2051 Kaen Road  
Oregon City, OR 97045  
(503) 742-5429  
jrosevear@clackamas.us

Clackamas County – Administration  
2051 Kaen Road  
Oregon City, OR 97045  
(503) 894-0077  
jhardnett@clackamas.or.us

**Subrecipient Data**

Finance/Fiscal Representative: **Kristin Earhart**

Program Representative: **Lynn Renken**

Mercy Corps  
Finance and Compliance Manager  
43 SW Naito Parkway  
Portland, OR 97204  
(503) 896-5734  
kearhart@mercy Corps.org

Mercy Corps  
Executive Director  
43 SW Naito Parkway  
Portland, OR 97204  
(503) 896-5070  
lrenken@mercy Corps.org

**UEI: P51TEEFDJ3E8**

**RECITALS**

1. SUBRECIPIENT is a global team of humanitarians working together on the front lines of today’s biggest crises to create a future of possibility, where everyone can prosper. SUBRECIPIENT’s mission is to alleviate suffering, poverty, and oppression by helping people build secure, productive, and just communities.
2. With American Rescue Plant Act funding, COUNTY desires to ameliorate the negative effects and after-effects of the Coronavirus pandemic among Clackamas County nonprofits through a Nonprofit Recovery Assistance program (“Program”).
3. Program description: This Program provides recovery funds to Clackamas County nonprofits which have experienced a demonstrable economic impact, or are experiencing financial economic insecurity, resulting from the COVID-19 pandemic. In addition, SUBRECIPIENT will provide technical assistance programming to nonprofits with self-identified organizational

needs to ensure their capacity to weather pandemic-related economic after-effects and continue in service to Clackamas county residents.

4. This Subrecipient Grant Agreement (“Agreement”) of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this “Agreement”) the COUNTY and SUBRECIPIENT agree as follows:

### **AGREEMENT**

- 1) **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on September 30, 2024, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **January 1, 2023** and expiring **September 30, 2024**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2) **Program.** The Program is described in attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.
- 3) **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements set by the U.S. Department of the Treasury (“Treasury”) that is the source of this federal grant funding, in addition to compliance with requirements of Section 603(c) of the Social Security Act, Treasury’s regulations implementing that section, and supplementary guidance issued by the Treasury on these funds, including but not limited to the State and Local Fiscal Recovery Funds (“SLFRF”) Final Rule. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4) **Grant Funds.** COUNTY’s funding for this Agreement is the **Coronavirus SLFRF (Assistance Listing #: 21.027; Federal Award Identification Number [FAIN]: 1505-0271; Federal award date: 5/11/21) issued to COUNTY by Treasury.** The maximum, not to exceed, grant amount that COUNTY will pay is **\$1,250,000**. This is a cost reimbursement grant with advancement available on the portion of the award designated for non-profit beneficiary payment funding. Disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Payment Request and Exhibit E: Monthly/ Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment. Advancement of funds may be

requested on the non-profit assistance payment portion of the budget only, as outlined in Exhibit D.1: Request For Reimbursement For Non-Profit Assistance Payments. Advances may only be requested when SUBRECIPIENT has made final eligibility determinations on one or more non-profit beneficiaries.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
  - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
  - b. Mutual agreement by COUNTY and SUBRECIPIENT.
  - c. Written notice provided by COUNTY that Treasury has determined funds are no longer available for this purpose.
  - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances of SLFRF funds shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
  - a. Has already accrued hereunder;
  - b. Comes into effect due to the expiration or termination of the Agreement; or
  - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no

obligation for future support for the activity contracted herein except as set forth in Section 8.

10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
- d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR Part 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** SUBRECIPIENT has obtained a federally-approved indirect cost rate of 23.07% of total direct costs excluding capital expenditures, dated January 18, 2022 from the U.S. Agency on International Development (“USAID”). SUBRECIPIENT has agreed to voluntarily reduce indirect cost recovery on this award to 12% of total direct costs.
- i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.

- j) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement and the initial advance payment should be submitted as specified in Exhibit D: Required Financial Reporting and Payment Request.
- k) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (month and final) during the term of this Agreement, or at each reimbursement request, whichever is sooner.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Payment Request on a monthly basis.
- m) **Specific Conditions.** SUBRECIPIENT will provide general ledger backup with line item detail to support each claim for reimbursement.
- n) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits D & F), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement.
- o) **Unique Entity Identifier and Contractor Status.** SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database using its Unique Entity Identifier (“UEI”), located at <http://www.sam.gov>.
- p) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR Part 180. These rules restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System 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 Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- q) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- r) **Drug-Free Workplace.** SUBRECIPIENT agrees to implement Governmentwide Requirements for Drug-Free Workplace found at 31 CFR Part 20.
- s) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from the SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- t) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY’S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- u) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.334-338.
- a) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the SLFRF, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as COUNTY, under those grant documents.
- b) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY’S right, but not obligation,



to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement..

## 11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the U.S. Treasury Department.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws

and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.1) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (including those requirements set forth in 2 CFR 200.303(e)) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
- Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - Procure a commercial sex act during the period of time the award is in effect; or
  - Used forced labor in the performance of the Agreement or subaward under this Agreement.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

## 12. Federal and State Procurement Standards

- a) To the extent applicable, all procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local

Contract Review Board rules, which are incorporated by reference herein.

- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (“RFP”) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

### 13. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY’s next fiscal year, COUNTY’s obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney’s and expert fees) arising from or related to (1) SUBRECIPIENT’s negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT’s control; or (2) SUBRECIPIENT’s performance under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT’s actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT’s expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an “occurrence” form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its, elected officials, employees and officers must be

named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

- 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
  - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
  - e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
  - f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
  - g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
  - h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- m) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- n) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

#### 14. Exhibits.

This document is comprised of the following exhibits:

- Exhibit A: SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Payment Request
- Exhibit D.1: Reimbursement Request Form: Administration and Technical Assistance
- Exhibit D.2: Reimbursement and Advancement Request Form: Beneficiary Assistance Payments
- Exhibit E: Monthly/Quarterly/Final Performance Report
- Exhibit F: Final Financial Report
- Exhibit G: Additional Terms and Conditions

If a conflict exists between the main body of this Agreement and the Exhibits, the Exhibits shall control.

*(Signature Page Follows)*

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**MERCY CORPS**

By: \_\_\_\_\_  
Chief Operating Officer

Jennifer Sime  
Printed Name \_\_\_\_\_ Date \_\_\_\_\_

43 SW Naito Parkway  
\_\_\_\_\_

Street Address \_\_\_\_\_

Portland, OR 97204  
\_\_\_\_\_

City / State / Zip \_\_\_\_\_

Business Registry: 019966-28

**CLACKAMAS COUNTY**

Commissioner: Tootie Smith, Chair  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Mark Shull  
Commissioner: Ben West

\_\_\_\_\_  
Tootie Smith, Chair  
Board of County Commissioners

\_\_\_\_\_  
Date

**Approved to Form:**

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date

## **Exhibit A: SUBRECIPIENT SCOPE OF WORK**

### *Nonprofit/Community Based Organization Capacity Building Recovery Assistance*

#### **Program Objectives:**

SUBRECIPIENT will use funding to respond to the negative economic impacts faced by nonprofit/ community-based organizations with operations located in Clackamas County to aid in their recovery, resiliency, and sustainability. SUBRECIPIENT will provide capacity building technical assistance and/or pandemic related recovery payments through its own programming to community-based organizations supporting increased pandemic-related service needs and will provide mitigation of negative economic impacts experienced by these community based organizations resulting from COVID-19 and its after-effects.

#### **Assistance to Nonprofits:**

Nonprofits have faced significant challenges due to increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees, all resulting from the pandemic. Beneficiary nonprofits eligible for assistance are those which have experienced negative or disproportionate economic impacts from the pandemic and are either a 501(c)(3) or 501(c)(19) tax exempt organization.

SUBRECIPIENT will support Beneficiary Organizations through a two-pronged strategy:

1. Technical assistance over the life of the project focusing on 1-2 priorities identified by each Beneficiary Organization in concert with SUBRECIPIENT, and
2. Infusion of financial resources (through direct cash assistance payments) to Beneficiary Organizations to address areas in which they are negatively economically affected by the pandemic or its after-effects.

Qualifying nonprofits are broken into two categories: Impacted and Disproportionately Impacted. To meet ARPA reporting requirements, SUBRECIPIENT will be required to report to Clackamas County on beneficiaries qualifying under impacted or disproportionately impacted categories. These categories are defined below:

#### ***Impacted Nonprofits***

- ✓ Decreased revenue (e.g., from donations and fees)
- ✓ Financial insecurity
- ✓ Increased costs (e.g., uncompensated increases in service need)
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs

#### ***Disproportionately Impacted Nonprofits***

Treasury presumes that the following nonprofits are disproportionately impacted by the pandemic:

- ✓ Nonprofits operating in Qualified Census Tracts ([Clackamas County Qualified Census Tract](#))
- ✓ Nonprofits operated by Tribal governments or on Tribal lands

**Eligibility:** SUBRECIPIENT must document all eligibility decisions, including identification of the category of assistance provided (from above) and the basis on which eligibility determination was made (i.e. complete applicant file with collected supplementary information). Nonprofits served must be 501c(3) or 501c(19) organizations, have operations physically located in Clackamas County, have less than 150 employees at the time of service, and have an operating budget of less than \$20 million.

#### **Equitable distribution:**

SUBRECIPIENT will ensure equitable distribution to nonprofits/community based organizations that serve underserved communities (defined in the Executive Order 13985) such as people of color, members of religious minorities, LGBTQIA+, persons with disabilities, persons who live in rural areas, and persons adversely affected by persistent poverty or inequality. SUBRECIPIENT will ensure service to these



organizations through its own outreach efforts and in partnership with COUNTY. SUBRECIPIENT will design an application form to include all eligibility requirements per the [U.S. Treasury's SLFRF Final Rule](#). For recovery assistance payments (see below), negatively and disproportionately impacted organizations must provide evidence to document economic harm in sufficient amounts, not covered by previous assistance payments, to justify the assistance payments provided. SUBRECIPIENT will prioritize applications that indicate no prior Clackamas County assistance. SUBRECIPIENT shall require attestations from nonprofit/community based organizations regarding receipt of prior pandemic-related recovery funding to prevent duplication of dollars for the same purpose. SUBRECIPIENT will collect documentation proving the negative economic impacts related to the COVID 19 pandemic.

**Funding uses:**

SUBRECIPIENT is responsible for maintaining receipts for all services and documentation used to determine beneficiary recovery assistance eligibility, with sufficient detail to determine the eligibility of the beneficiary, the services rendered, the dates of service, and the award amounts distributed.

The following assistance may be provided to qualifying nonprofits and community-based organizations (together, “beneficiaries”) with funds from this Agreement:

**1. *Technical Assistance/Capacity Building:***

- Providing application support to beneficiaries requesting beneficiary payments
- Hold regularly scheduled meetings and devote time at these meetings to discuss the application process, seek feedback on ways to increase accessibility, and communicate timelines and contact information.
- Provision of technical consultation services oriented toward capacity building for beneficiaries, including, but not limited to:
  - Board composition consultations
  - Policy and procedures development
  - Applying for federal awards
  - Outreach strategies
  - Equity consultations
  - Service capacity strategies

Technical Assistance will be provided to ensure beneficiaries have the resources required to meet organizational challenges and increased service needs due to the pandemic. SUBRECIPIENT will develop the following:

- A detailed technical assistance plan for the beneficiary to address their capacity building needs
- Process to support beneficiaries in completing assistance payment applications, including language assistance, prior to the submission of their application
- A narrative describing the outcome of assistance provided and when each form of assistance was rendered in full/completion.

**Assistance Payment Distribution Plan:**

For direct beneficiary payments, SUBRECIPIENT will serve up to a maximum of 12 beneficiaries.

Assistance Payment amounts will range from \$60,000-\$80,000.

SUBRECIPIENT will:

- Assess each applicant organization to determine how it has been negatively impacted by COVID or its after-effects
  - Create an application form requesting the following information from beneficiary:

- Name, address, contact information, industry/NAICS, EIN, BIN,
- Board, and executive team
- Organizational size, mission statement, brief agency overview
- List of underserved communities serviced by the beneficiary
- Statement regarding status as an impacted or disproportionately impacted CBO/nonprofit
- Proof/documentation of impact by COVID-19
- Amount requested
- Description of the pandemic impact and related need
- Require a self-attestation signature from the Executive Director or equivalent of the applicant organization attesting to the truth of the submission (SUBRECIPIENT will design wording for this attestation sufficient to communicate the veracity of the submitted information by the applicant).
- Issue recovery assistance payments directly to qualifying beneficiaries which have demonstrated negative or disproportionately negative economic harm resulting from the pandemic or its after-effects. Beneficiaries must provide sufficient documentation to justify payments in proportion to the harm, insecurity or challenge listed below:
  - Decreased total *unrestricted* revenue, using annual figures from prior to the pandemic as compared to a year during or subsequent to the pandemic (unrestricted revenue does not include grant revenue or revenue intended for a specific purpose by the donor).
  - Beneficiaries with operations located within a [Qualified Census Tract](#) (presumptive eligibility)
  - Financial insecurity (e.g. very low cash reserves, etc.)
  - Increased costs (e.g., uncompensated increases in service need, etc.)
  - Capacity to weather hardship, defined as insufficient reserves to sustain the organization during financial downturns
  - Challenges covering payroll, rent or mortgage, and other operating costs
- Determine whether each applicant is considered “impacted” or “disproportionately impacted,” as defined above and by the SLFRF Final Rule, using defined criteria and/or professional judgment, where necessary
- Prioritize agencies serving disproportionately impacted communities
- Use a pre-designed, written evaluation/scoring process to ensure equitable treatment
- Ensure assistance payments to CBOs with primary operations in Clackamas County and demonstrating proof of negative economic impact from the COVID-19 pandemic.
- Encourage CBOs to be specific about their needs rather than prescribing a funding formula to them.
- Use professional judgment in determining beneficiary harm or cash resiliency needs.
- Maintain compliance with Title VI requirements of non-discrimination in federal programming
- Implement fraud-prevention measures, including collecting a copy of the identification of the Executive Director or equivalent from the applicant organization prior to issuing payment
- Be solely responsible for determining eligibility of applicant organizations under the SLFRF

SUBRECIPIENT will not:

- Enter into a legally-binding agreement with beneficiaries
- Pass compliance requirements or legally-binding continuing obligations to the beneficiary

**Outreach Strategy:**

SUBRECIPIENT prioritizes working with BIPOC, underrepresented, and under-resourced communities. SUBRECIPIENT will align accordingly with organizations from Clackamas County who have overlapping interests and motivations and who serve these communities directly. SUBRECIPIENT will develop and send a

Request for Applications (RFA) to solicit potential beneficiary agencies to express interest in this capacity building opportunity with SUBRECIPIENT and Clackamas County. Prior to releasing the RFA, SUBRECIPIENT will submit to COUNTY for review to ensure alignment with other COUNTY-funded nonprofits with similar programming. The RFA will be brief and aim to collect pertinent information about each organization's: size, staffing, leadership and their make-up, who they serve (e.g. numbers and segments of the populations), how the organization has been negatively impacted by COVID, what has changed for them since COVID started, their capacity building interests and ideas, and if they have received funds in the past from COUNTY. This RFA will be posted on SUBRECIPIENT's website with a link from COUNTY's website as well, sent out via SUBRECIPIENT's bi-monthly newsletter and sent to local networks for further sharing. SUBRECIPIENT will send the RFA communication via email to the entire CBO list provided by COUNTY. SUBRECIPIENT will leverage their own list of organizations operating in Clackamas County. SUBRECIPIENT will hold at least one Q&A session about the released RFA. SUBRECIPIENT will have team members on these Q&A calls to facilitate discussions and answer questions in other languages as needed. Information about the RFA Q&A sessions will be distributed by SUBRECIPIENT using the communication channels referenced above.

**Additional Requirements:**

SUBRECIPIENT shall develop protocols for data collection, tracking and dashboard key milestones and/or gaps in service needs.

SUBRECIPIENT is responsible for evaluating beneficiaries, including those referred by COUNTY, to determine eligibility and the appropriateness of recovery payment assistance and technical assistance with capacity building requests.

SUBRECIPIENT is responsible for maintaining receipts for all services and documentation used to determine beneficiary recovery assistance eligibility, with sufficient detail to determine the eligibility of the beneficiary, the services rendered, the dates of service, and the award amounts distributed.

**Restrictions on Funding**

**SUBRECIPIENT may not use funding for SUBRECIPIENT's own benefit.**

***All financial responsibilities will remain with SUBRECIPIENT at all times and may not be passed on to program beneficiaries.***

- SUBRECIPIENT shall retain all invoices related to payment of services on behalf of qualifying beneficiaries. Invoices shall be sufficient in detail to identify the service offered, the dates covered by the service, the amount of the beneficiary payment (if applicable), and the beneficiary served.
- SUBRECIPIENT is solely responsible for creating an application for services which meets the eligibility standards of the [U.S. Treasury's SLFRF Final Rule](#). SUBRECIPIENT is solely responsible for making eligibility determinations. SUBRECIPIENT must consult with COUNTY on the design of the application prior to its implementation.

**EXHIBIT B: SUBRECIPIENT BUDGET**

Description	Year 1					Year 2					Total Budget	
	Level of Effort (%)	FTE/ # of Units	Months /Days	Unit Cost	Donor Contribution	Level of Effort (%)	FTE/ # of Units	Months /Days	Unit Cost	Donor Contribution		
<b>PERSONNEL</b>												
<b>HQ Technical Staff</b>												
Executive Director	5%	1	12	9,917	5,950	5%	1	9	10,314	4,641	10,591	
Program Manager	100%	1	12	5,250	63,000	100%	1	9	5,460	49,140	112,140	
Sr. Database Officer	10%	1	12	4,417	5,300	5%	1	9	4,594	2,067	7,367	
Finance & Compliance Manager	15%	1	12	5,634	10,141	10%	1	9	5,859	5,273	15,414	
Operations Manager/CARM Officer	5%	1	12	5,334	3,200	3%	1	9	5,547	1,498	4,698	
Marketing & Communications Manager	5%	1	12	7,584	4,550	3%	1	9	7,887	2,129	6,679	
Finance Assistant	10%	1	12	3,800	4,560	5%	1	9	3,952	1,778	6,338	
Community Navigator	5%	1	3	4,594	689	0%	1	0	4,778	-	689	
<b>SUBTOTAL HQ STAFF</b>					<b>97,390.00</b>					<b>66,526</b>	<b>163,916</b>	
<b>TOTAL PERSONNEL</b>					<b>97,390.00</b>					<b>66,526</b>	<b>163,916</b>	
<b>FRINGE BENEFITS</b>												
Pooled Benefits - HQ Staff	41%	1	12	8,116	39,931	41%	1	9	7,392	27,276	67,207	
<b>TOTAL FRINGE BENEFITS</b>					<b>39,931</b>					<b>27,276</b>	<b>67,207</b>	
<b>TRAVEL</b>												
Local/Domestic Travel	100%	60	24	0.585	842	100%	60	24	0.585	842	1,684	
<b>TOTAL TRAVEL</b>					<b>842</b>					<b>842</b>	<b>1,684</b>	
<b>SUPPLIES</b>												
<b>General Equipment (\$500 to \$4999)</b>												
Laptop	100%	1	1	1,597	1,597					-	1,597	
<b>Small Equipment (\$0-\$499; 1+yr useful)</b>												
Docking Station	100%	1	1	207	207					-	207	
<b>TOTAL SUPPLIES</b>					<b>1,804</b>					<b>-</b>	<b>1,804</b>	
<b>PROGRAM ACTIVITIES</b>												
<b>General Program Activities</b>												
Support to Third Parties (Disbursements to Businesses (CBOs))	100%	12	1	71,410	856,917					-	856,917	
<b>SUBTOTAL PROGRAM ACTIVITIES</b>					<b>856,917</b>					<b>-</b>	<b>856,917</b>	
<b>CONSULTANTS</b>												
<b>Consultants - Non-Program</b>												
Consultants - National	100%	1	1	18,000	18,000					-	18,000	
<b>SUBTOTAL CONSULTANTS</b>					<b>18,000</b>					<b>-</b>	<b>18,000</b>	
<b>TOTAL CONTRACTUAL</b>					<b>874,917</b>					<b>-</b>	<b>874,917</b>	
<b>OTHER COSTS</b>												
<b>Head Office</b>												
Software Licenses	100%	1	12	24	288	100%	1	9	25	225	513	
Advertising	100%	1	1	1,289	1,289				-	-	1,289	
Office Rent	8%	1	12	3,120	2,902	7%	1	9	3,120	1,839	4,741	
<b>TOTAL OTHER COSTS</b>					<b>4,479</b>					<b>2,064</b>	<b>6,543</b>	
<b>DIRECT COSTS</b>					<b>1,019,363</b>					<b>96,708</b>	<b>1,116,071</b>	
<b>INDIRECT COSTS</b>					<b>122,324</b>					<b>11,605</b>	<b>133,929</b>	
<b>TOTAL COSTS</b>					<b>1,141,687</b>					<b>108,313</b>	<b>1,250,000</b>	

**EXHIBIT C:**  
**CONGRESSIONAL LOBBYING CERTIFICATE**

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96)]. Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.).

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

---

Organization Name

Award Number or Project Name

---

Name and Title of Authorized Representative

---

Signature

Date

**EXHIBIT D:**  
**REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT INSTRUCTIONS**

***Clackamas County will ensure funds are available for expedited distribution as follows:***

***Advances:*** SUBRECIPIENT will receive an advance on this award when SUBRECIPIENT has identified non-profits eligible for beneficiary payments and the amounts to be paid. After exhausting the advance, SUBRECIPIENT may make additional funding requests to COUNTY as long as SUBRECIPIENT has satisfactorily reconciled all previous funding distributed with proof of expenditures and award payments to beneficiaries. Exhibit D.1 will be used to report beneficiary payments and to request the initial and any subsequent advance.

***Reimbursement:*** All other items in SUBRECIPIENT budget will be paid on a cost reimbursement basis, including expenses for technical assistance to non-profits. Exhibit D.2 will be used to request reimbursement for these expenses on a monthly basis.

Costs for both technical assistance services and beneficiary payments must be incurred prior to the end of the period of performance to be eligible expenses under this Agreement, though the benefits of the paid service may extend beyond that date.

**Financial expenditure reporting** for beneficiary assistance payments will be required on a monthly basis and financial reconciliation reports on a quarterly basis. The reporting time frames and due dates are as follows:

Monthly	Reporting Time Frame	Reporting Due Date
1	January 1-31, 2023	February 21, 2023
2	February 1-28, 2023	March 20, 2023
3	March 1-31, 2023	April 20, 2023
4	April 1-30, 2023	May 22, 2023
5	May 1-31, 2023	June 20, 2023
6	June 1-30, 2023	July 20, 2023
7	July 1-31, 2023	August 21, 2023
8	August 1-31, 2023	September 20, 2023
9	September 1-30, 2023	October 23, 2023
10	October 1-31, 2023	November 20, 2023
11	November 1-30, 2023	December 20, 2023
12	December 1-31, 2023	January 22, 2024
13	January 1-31, 2024	February 20, 2024
14	February 1-28, 2024	March 20, 2024
15	March 1-31, 2024	April 22, 2024
16	April 1-30, 2024	May 20, 2024
17	May 1-31, 2024	June 20, 2024
18	June 1-30, 2024	July 22, 2024
19	July 1-31, 2024	August 20, 2024
20	August 1-31, 2024	September 23, 2024
21	September 1-30, 2024	October 15, 2024
Quarterly		
1	January 1, 2023- March 31, 2023	April 30, 2023
2	April 1, 2023-June 30, 2023	July 30, 2023
3	July 1, 2023- September 30, 2023	October 30, 2023
4	October 1, 2023- December 31, 2023	January 30, 2024
5	January 1, 2024-March 31, 2024	April 30, 2024

6	April 1, 2024-June 30, 2024	July 30, 2024
7	July 1, 2024-September 30, 2024	October 30, 2024

**EXHIBIT D.1: REQUEST FOR REIMBURSEMENT FOR NON-PROFIT ASSISTANCE PAYMENT**

EXHIBIT D.1: SUBRECIPIENT REQUEST FOR REIMBURSEMENT - Beneficiary Payments						
CLACKAMAS COUNTY ADMINISTRATION						
Organization: <b>Mercy Corps</b>				CLAIM PERIOD:		Note: This form derives from the approved budget in your grant agreement. All expenditures must have adequate supporting documentation.
Service: <b>SLFRF-NP/CBO Capacity Building Recovery Assistance</b>						
Program Contact: <b>Lynn Renken</b>						
Agreement Term: <b>01/01/2023-09/30/2024</b>						
Agreement Number: <b>23-015 / FAIN#1505-0271</b>				Subrecipient Invoice Number:		<b>2023-01</b>
Category	Approved Grant Amount			Total Period Expenditure	YTD Grant Expenditure	Balance
<b>NP/CBO Capacity Building Recovery Assistance-ARPA Funds</b>						
Assistance to Non-Profits: Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted) [EC 2.34]	\$ 856,917					\$ -
**Grants to stabilize Nonprofit budget**						\$ 856,917.00
<b>TOTAL Beneficiary Payments Budget</b>	<b>\$ 856,917</b>		Total Reimbursement Request	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 856,917.00</b>
<b>Subrecipient to Complete:</b>						
	[EC 2.34]			County Use Only:		
Impacted Nonprofits served in claim period (De-duplicated)						
Impacted Nonprofits served to date (De-duplicated)						
Disproportionate Nonprofits served in claim period (De-duplicated)						
Disproportionate Nonprofits served to date (de-duplicated)						
<b>COUNTY USE ONLY - VERIFICATION OF AMENDMENT #3 REIMBURSEMENT REQUESTS</b>						
		Assistance to Non-Profits Advance		\$ 856,917.00		
		Verified Assistance Expended			invoice #	
		Verified Assistance Expended			invoice #	
		Verified Assistance Expended			invoice #	
		Verified Assistance Expended			invoice #	
		Verified Assistance Expended			invoice #	
		Total Recovery Assistance Verified		\$ -	invoice sum	
		Balance Recovery Assistance Unverified				
		Verification of Advance (at 80% spent, enter verification of advance)		\$ -		
		Final Balance of Agreement (Agreement total - invoice sum - verification of advance)				
		Unspent balance owed to County				
		County Approved Payment Due to Subrecipient		\$ -		
Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.						
<b>CERTIFICATION</b>						
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).						
				Prepared by:		
				Authorized SUBRECIPIENT Official SIGNATURE:		
				Authorized SUBRECIPIENT Title:		
				Date:		
<b>COUNTY USE ONLY IN AREA BELOW</b>						
<b>COUNTY Department Review.</b>						
Project Officer Name:	Jennifer Hardnett					
Department:	EIO/CCA					
Signature:				Date:		
<b>COUNTY Department: forward to Grant Accountant for review and processing</b>						Grant Accountant Initial/Date:



**EXHIBIT D.2: REQUEST FOR REIMBURSEMENT FOR OPERATING COSTS**

EXHIBIT D.2: SUBRECIPIENT REQUEST FOR REIMBURSEMENT - Program & Operations					
CLACKAMAS COUNTY ADMINISTRATION					
<b>Organization:</b> Clackamas Women's Services				<b>CLAIM PERIOD:</b>	Note: This form derives from the approved budget in your grant agreement. All expenditures must have adequate supporting documentation.
<b>Service:</b> SLFRF-NP/CBO Capacity Building Recovery Assistance					
<b>Program Contact:</b> Melissa Earlbaum					
<b>Agreement Term:</b> 01/24/2023-09/30/2024					
<b>Agreement Number:</b> Contract# / FAIN#1505-0271					
<b>Subrecipient Invoice Number:</b>				2023-01	
<b>STEP 1. Subrecipient Completes</b>					
<b>Submission Date</b>					
<b>Total Program Delivery</b>					
<b>Total Operations</b>					
<b>STEP 2. County Completes</b>					
Category	Approved Grant Amount	Total Period Expenditure	YTD Grant Expenditure	Balance	
<b>DIRECT COSTS- PROGRAM DELIVERY</b>	\$ 231,123.00				
Executive Director	\$ 10,591.00				\$ (10,591.00)
Program Manager	\$ 112,140.00				\$ (112,140.00)
Sr. Database Officer	\$ 7,367.00				\$ (7,367.00)
Finance & Compliance Manager	\$ 15,414.00				\$ (15,414.00)
Operations Manager/CARM Officer	\$ 4,698.00				\$ (4,698.00)
Marketing & Communications Manager	\$ 6,679.00				\$ (6,679.00)
Finance Assistant	\$ 6,338.00				\$ (6,338.00)
Community Navigator	\$ 689.00				\$ (689.00)
Fringe & Benefits	\$ 67,207.00				\$ (67,207.00)
<b>DIRECT COSTS-OTHER</b>	\$ 28,031.00				
Mileage and Local Travel	\$ 1,684.00				\$ (1,684.00)
Supplies	\$ 1,804.00				\$ (1,804.00)
Consultants	\$ 18,000.00				\$ (18,000.00)
Software	\$ 513.00				\$ (513.00)
Program Advertising	\$ 1,289.00				\$ (1,289.00)
Office Rent (allocation)	\$ 4,741.00				\$ (4,741.00)
<b>Indirect Cost Recovery (12% of Direct Costs - reduced NICRA)</b>	\$ 133,929.00				\$ (133,929.00)
<b>TOTAL Program and Operations Budget</b>	<b>\$ 393,083.00</b>	<b>Total Request for Reimbursement</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (393,083.00)</b>
<b>County Approved Payment Due to Subrecipient</b>					
<b>STEP 3 Subrecipient Certification</b>					
Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.					
<b>CERTIFICATION</b>					
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).					
<b>Prepared by:</b>					
<b>Authorized SUBRECIPIENT Official SIGNATURE:</b>					
<b>Authorized SUBRECIPIENT Title:</b>					
<b>Date:</b>					
<b>COUNTY USE ONLY IN AREA BELOW</b>					
<b>COUNTY Department Review.</b>					
<b>Project Officer Name:</b>					
<b>Department:</b>					
<b>Signature:</b>					
<b>COUNTY Department: forward to Grant Accountant for review and processing</b>					Grant Accountant Initial/Date:

**EXHIBIT E:**  
**SUBRECIPIENT Program Reporting Requirements**

Monthly virtual check-ins or onsite check-ins with COUNTY are required and will not exceed 1 hour. Agendas for these check-ins will be provided before or during the check-in meeting. At least the program contact or one knowledgeable staff member must be present.

**Program Performance Measures:**

***Reporting data elements shall be submitted in an excel spreadsheet and include the following information collected from program recipients:***

1. Number of applications received
2. Number of awards made
  - a. Awards as #, \$ and % of allocation by whether the organization was designated as impacted or disproportionately impacted
  - b. Award as #, \$, and % of allocation by county region
  - c. Award as #, \$, and % of allocation by organization size
  - d. Award as #, \$ and % of allocation to organizations that primarily serve underserved communities.
3. Non-profit/CBO data
  - a. Name of organization
  - b. Employer Identification Number (EIN)
  - c. Oregon Business Identification Number (BIN)
  - d. Organization’s Board and Executive Team (voluntarily reported demographic information)
  - e. Address of organization (physical and mailing) (Physical address must be located within Clackamas County and represent the operations address.)
  - f. Industry/NAICS
  - g. Amount of award
  - h. Proof of impact by COVID-19 (Source of pandemic-derived negative economic impact documentation.)
4. Technical Assistance/Capacity Building Performance Measures
  - a. Organization status pre assistance
  - b. Type of technical assistance provided, e.g. application completion assistance, consultations, etc.
  - c. Duration of the capacity building assistance
  - d. Organization progress outcomes (Subrecipient must attempt to gather this information. It is not a requirement of the beneficiary to furnish.)
  - e. Whether application completion technical assistance resulted in a submitted application
  - f. Number of organizations served

COUNTY will provide further breakdown of reporting metrics to include definitions after the execution of this Agreement. COUNTY also encourages qualitative reporting, i.e. beneficiary narratives describing the need and assistance provided.

**Narrative reporting** will be required on a quarterly and annual basis as follows:

Quarter	Reporting Time Frame	Reporting Due Date
1	January 1, 2023- March 31, 2023	April 5, 2023
2	April 1, 2023-June 30, 2023	July 5, 2023
3	July 1, 2023- September 30, 2023	October 5, 2023
4	October 1, 2023- December 31, 2023	January 5, 2024
5	January 1, 2024-March 31, 2024	April 5, 2024
6	April 1, 2024-June 30, 2024	July 5, 2024
7	July 1, 2024-September 30, 2024	October 5, 2024
Annual	January 1, 2023-December 31, 2023	January 15, 2024
Annual	January 1, 2024-September 30, 2024	November 15, 2024

**EXHIBIT F:**  
**FINAL FINANCIAL REPORT**

<b>Project Name: Nonprofit Recovery Assistance</b>	<b>Agreement #: 23-015</b>
<b>Federal Award #: 1505-0271</b>	<b>Date of Submission: XX/XX/XX</b>
<b>Subrecipient: Mercy Corps</b>	
<b>Has Subrecipient submitted all requests for reimbursement? Y/N</b>	
<b>Has Subrecipient met all programmatic closeout requirements? Y/N</b>	

## Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds <u>authorized</u> on this agreement:	\$1,250,000
Total Federal Funds <u>requested</u> for reimbursement on this agreement:	
Total Federal Funds <u>received</u> on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

Subrecipient's Certifying Official (printed): \_\_\_\_\_

Subrecipient's Certifying Official (signature): \_\_\_\_\_

Subrecipient's Certifying Official's title: \_\_\_\_\_

**EXHIBIT G:**  
**ADDITIONAL TERMS AND CONDITIONS**

**Restrictions on Funding**

SUBRECIPIENT may not use funding for SUBRECIPIENT's own benefit or to subsidize other internal programming of SUBRECIPIENT.

*All financial responsibilities will remain with SUBRECIPIENT at all times and may not be passed on to program beneficiaries.* SUBRECIPIENT will not enter into a contractual agreement with beneficiary nonprofits/CBO's as a prerequisite to receiving benefits of this Program. SUBRECIPIENT may issue Memorandum of Understandings for TA assistance, if SUBRECIPIENT deems appropriate, and SUBRECIPIENT shall require sufficient application information and supplementary materials from beneficiaries to substantiate eligibility under the SLFRF for either TA or beneficiary payments or both. However, beneficiaries do not have continuing compliance requirements under this award.

- SUBRECIPIENT shall retain all invoices related to payment of services on behalf of qualifying beneficiaries. Invoices shall be sufficient in detail to identify the service offered, the dates covered by the service, the amount of the beneficiary payment (if applicable), and the beneficiary served.
- SUBRECIPIENT is solely responsible for creating an application for services and for total program design which meets the eligibility standards and requirements of the [U.S. Treasury's SLFRF Final Rule](#). SUBRECIPIENT is also responsible for making eligibility determinations. SUBRECIPIENT may consult with COUNTY on the design of the application prior to its implementation.