



Elizabeth Comfort
Finance Director

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

January 25, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with Berry, Dunn, McNeil, & Parker, LLC for Countywide Federal Grant Compliance and Subrecipient Monitoring. Agreement value not to exceed \$305,000 over 1.5 years. Funding is through Coronavirus State and Local Fiscal Recovery Funds, where allowed, and departmental cost allocations, which may include a small portion of budgeted County General Funds.

Previous Board Action/Review	Briefed at Issues January 23, 2024		
Performance Clackamas	Build public trust through good government		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Patrick Williams	Contact Phone	971-325-5392

EXECUTIVE SUMMARY: As a recipient of Federal financial assistance, the County must comply with all aspects of the Uniform Grant Guidance (2 CFR 200) promulgated by the Office of Management and Budget (OMB). These regulations contain detailed requirements for pass through grants, known as subrecipient agreements, as well as detailed requirements on monitoring subrecipient activity. The services were previously provided by a separate organization under a contract that expired December 31, 2023.

This contract opportunity was advertised in accordance with ORS and LCRB rules with requests for proposals required by the deadline of September 7, 2023. Through the review process Berry, Dunn, McNeil & Parker, LLC were determined to best match the criteria outlined in the scope of work.

RECOMMENDATION: Staff respectfully recommends that the Board approve and execute the personal services contract with Berry, Dunn, McNeil, & Parker, LLC for compliance and subrecipient monitoring services.

Respectfully submitted,

Elizabeth Comfort

Elizabeth Comfort
Director Finance

For Filing Use Only



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #8848**

This Personal Services Contract (this “Contract”) is entered into between **BERRY, DUNN, MCNEIL & PARKER, LLC** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Finance Department.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2025**. This Contract may be renewed for three (3) additional one-year periods upon mutual written agreement of the parties.
- 2. Scope of Work.** Contractor shall provide the following personal services: Sub-Recipient Monitoring (“Work”), further described in the negotiated scope of RFP 2023-65, attached hereto as **Exhibit A** and incorporated by this reference herein.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Three Hundred and Five Thousand dollars (\$305,000), for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: JRosevear@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract and Exhibit A.

7. Contractor and County Contacts.

Contractor Administrator: Tim Cutler Phone: 480-482-3002 Email: shedstrom@berrydunn.com	County Administrator: Patrick Williams Phone: 503-742-5400 Email: pwilliams@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including

reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 32, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor

were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

20. REMEDIES. If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County as of the notice of termination, less any setoff to which the County is entitled.

21. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.

23. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

24. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to

remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

28. RESERVED

29. RESERVED

30. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in this Contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person’s services unless the County provides prior written consent to such reassignment or transfer. The Key persons are detailed in Exhibit A of this contract.

31. COOPERATIVE CONTRACTING. Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

32. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

BERRY, DUNN, MCNEIL & PARKER, LLC

Clackamas County

William H.
Brown

Digitally signed by William
H. Brown
Date: 2024.01.09
17:35:18 -05'00'

Authorized Signature

Date

Chair

Date

William Brown/Principal

Name / Title (Printed)

Recording Secretary

1140324-93

Oregon Business Registry #

FLLC/ME

Entity Type / State of Formation

Approved as to Form:

Andrew
Naylor

Digitally signed by
Andrew Naylor
Date: 2024.01.09
16:00:47 -08'00'

County Counsel

Date

EXHIBIT A
RFP 2023-65 NEGOTIATED PROPOSAL



PROPOSAL

Clackamas County

Compliance and Subrecipient Monitoring
Consulting Services

BerryDunn

4722 North 24th Street, Suite 250
Phoenix, AZ 85016
480.482.3002

Bill Brown, Project Principal

bbrown@berrydunn.com

Tim Cutler, Project Manager

tim.cutler@berrydunn.com

Proposal Submitted On:

September 7, 2023, before 2 p.m. in
response to RFP #2023-65



September 7, 2023

Clackamas County
Attn: Thomas Candelario, Contract Analyst
2051 Kaen Road
Oregon City, OR 97045

Dear Thomas Candelario:

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn), I am pleased to submit this proposal to Clackamas County (the County) in response to its Request for Proposals (RFP) #2023-65 for Compliance and Subrecipient Monitoring Consulting Services. We have read the County's request and reviewed its terms, conditions, and the contents presented therein. Our proposal is a firm and irrevocable offer valid for a minimum of 180 calendar days from the proposal deadline of September 7, 2023.

BerryDunn is a nationally recognized certified public accounting (CPA), independent management, and IT consulting firm, with extensive experience helping state, county, and municipal governments manage grant funding and monitor subrecipients. Headquartered in Portland, Maine, with eight office locations nationally, we have experienced sustained growth throughout our 49-year history. We employ more than 825 staff members—including more than 325 in our Consulting Services Team. Focused on inspiring organizations to transform and innovate, we have preserved our core values and reputation for excellence and provided consistent, high-quality services to our clients in all 50 states—including numerous clients in the Pacific Northwest and State of Oregon (the State) specifically—Puerto Rico, and Canada.

From extensive project experience for more than 400 state, local, and quasi-governmental agencies, our team brings valuable perspectives to every engagement. Our team members bring strong knowledge of federal, state, and private foundation grant development and management, and Uniform Guidance and other federal cost accounting requirements. This knowledge is balanced with their practical, real-world application experience as former city, county, and state public agency leaders with deep respect for local culture, needs, and preferences.


Our firm's culture centers on a deep understanding of our clients' commitment to serving the public. The human aspect of projects can often be forgotten in the maze of regulatory changes and legal requirements with which public-sector organizations must comply. BerryDunn proudly tailors each of its projects to recognize the work our clients do every day. ***We care about what we do, and we care about the people impacted by our work—including the County's staff and constituents.***

As a principal in BerryDunn's Local Government Practice Group, I can attest to the accuracy of our materials, and I am legally authorized to bind, negotiate, make presentations on behalf of, and commit our firm and our resources. ***If you have any questions regarding our proposal or updates on the evaluation process, please consider me your primary point of contact and feel free to contact me directly.***

Sincerely,

Bill Brown, CPA, MAFF®, CFE®, Principal
Government Assurance Practice Group
2211 Congress Street, Portland, ME 04102
207-541-2208 | bbrown@berrydunn.com

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1. General Background and Qualifications

1.1. Firm Overview

As a Limited Liability Company formed in 1974 with 65 principals and eight office locations, BerryDunn has experienced sustained growth throughout our 49-year history. We employ more than 825 staff members—including more than 325 in our Consulting Services Team.

Our firm provides a full range of professional services that supports our ability to address the County's needs and opportunities to benefit from grant funding. We support the full spectrum of local government operations by providing services across the practices depicted in Figure 1. We provide unparalleled expertise and unique insights across these practices, supporting our clients in solving some of their biggest challenges and addressing opportunities to improve and plan.

Figure 1: BerryDunn's Areas of Local Government Expertise



Additionally, our team members have experience serving state and local government agencies, providing an in-depth understanding of government rules and regulations, operations, staffing needs, budgetary constraints, and the business processes required to provide necessary services to the internal divisions and the constituents the County serves.

1.2. Introducing Our Team

On the following pages, we introduce our key team members by project role. These team members bring deep qualifications and experience as it relates to providing grant facilitation and management. We will leverage these and other resources when it will most benefit the County's grant compliance and monitoring endeavors.

Project Principal



Bill Brown, CPA, MAFF®, CFE | Project Principal

Bill is a principal in and the leader of BerryDunn's Government Assurance Practice Group. He brings 35 years of audit, cost accounting, financial consulting, compliance assessment, and management consulting experience. He regularly leads grant management initiatives, including aspects related to grant research and strategy, proposal development, subrecipient agreements and monitoring, and expenditure and performance data reporting. Additionally, he oversees performance and IT audit engagements for state and local governments, as well as program integrity, fraud, and risk audits. With a focus on financial management, compliance and risk management, and information security, he takes a personal approach to serving each client's specific needs and implementing tools and strategies to help them minimize their risk profile and improve their regulatory and financial stability.

As **project principal**, Bill will:

- ▶ Have overall responsibility for the services we have proposed to the County
- ▶ Help ensure the commitment of our firm and appropriate resource allocation
- ▶ Review and approve all deliverables in accordance with BerryDunn's quality assurance processes

Project Manager



Tim Cutler, PMP®, CPM, ACP, Prosci® CCP, SSGB

Tim is a manager in our Government Assurance Practice Group working with federal governmental funding on the state, county, and municipal levels. He served as the project manager on numerous grant management efforts throughout the country, including numerous projects like the County's solicitation. This includes hands-on work such as drafting grant agreements that address subrecipient requirements and responsibilities; developing and editing subrecipient monitoring plans and documentation; managing and performing subrecipient monitoring tasks; assisting clients gather required expenditure and performance data; and coordinating the submission of reports, expenditures, and data to the cognizant federal agencies.

Prior to joining BerryDunn, Tim had over 20 years of grant development and management experience with compliance and monitoring efforts for both federal and non-federal funding sources. This experience includes assisting local communities, universities, school districts, and non-profits secure funding for housing, infrastructure, economic development initiatives including workforce development efforts, emergency services, and healthcare focused projects.

Tim also has five years of experience working with the Vermont Agency of Human Services serving as a Director of Operations, where he oversaw the development and implementation of a significant number of federally funded human services programs in collaboration with local governments and non-profits. Tim has also served as an emergency response funding support project manager on multiple natural disaster projects, which required assessing existing policies and developing and managing extensive subrecipient monitoring plans for over \$80 million of grant funding annually. Tim has presented at national conferences on best practices for developing and operating effective grant development and management organizations.

As project manager, Tim will:

- ▶ Serve as the primary point of contact for the County throughout the engagement
- ▶ Maintain a clear, constructive line of communication between the County's staff and BerryDunn
- ▶ Manage project progress and track the initiation and completion of tasks and milestones
- ▶ Actively guide activities in the grants management life cycle, aligning efforts with County's specific project needs

Subrecipient Project Analyst



Alan Goodwin, MS Accounting

Alan is a manager in our Not-For-Profit Practice Group. As a governmental accounting/auditing consultant, he provides audit, accounting, and assurance expertise to governmental clients. He leverages his extensive experience to help clients navigate GASB standards, Uniform Guidance, and internal control improvements. His work is currently focused on helping clients manage the American Rescue Plan Act (ARPA), including the Coronavirus State and Local Fiscal Recovery Funds (SLFRF), helping entities implement new GASB pronouncements, and audit readiness. Prior to joining BerryDunn, Alan spent over 10 years at a public accounting firm serving governmental clients. His work has focused on both federal and non-federal funding compliance and monitoring.

As subrecipient project analyst, Alan will focus on:

- ▶ Federal and non-federal funded grant compliance monitoring with Uniform Guidance, etc.
- ▶ Audit readiness support services, including "Single Audits"
- ▶ Internal audit services and controls
- ▶ Governmental accounting assistance
- ▶ Reviews and compilations of reporting data
- ▶ Operational assessments and process improvement opportunity identification and planning

Subrecipient Support Analysts



Zeb Letourneau, PMP® | *Subrecipient Support Analyst*

Zeb is a manager in BerryDunn's Government Assurance Practice Group. He has over seven years of experience helping cities, counties, and states better manage their federal grants and improve compliance with the Uniform Guidance and other federal cost accounting requirements. He specializes in thoroughly supporting clients across the country for audit and financial compliance projects. Zeb brings extensive expertise and experience in American Rescue Plan Act (ARPA) grant management, cost allocation, rate setting, cost accounting and recovery, data analysis, and programmatic, IT control, and forensic auditing.



Patrick Swinick

Patrick is a consultant in our Government Assurance Practice Group. He is experienced in subrecipient monitoring, project management, grants management, claims processing, customer relations, database organization, and account management. As a grants management specialist, he has reviewed proposed projects to assess their eligibility for funding under the federal grants and the level of risk associated with the project; helped draft grant agreements that clearly describe the subgrantees' responsibilities and protect the clients' interests; and helped clients gather the required expenditure data and performance data and properly enter the data into the U.S. Treasury's portal.



Aaron Crawford, MPA | *Grant Funding Eligibility Analyst*

Aaron is a consultant in BerryDunn's Government Assurance Practice Group. Specifically, he is experienced in supporting local governments as they seek to better manage federal and state grants. Aaron has provided oversight for capital projects, cost analysis, implementation of blight mitigation programs, and with federal and state grant regulation compliance. He regularly provides grant management for ARPA grants and Department of Housing and Urban Development (HUD)-directed Community Development Block Grant (CDBG) programs.

As business analysts, Zeb, Patrick, and Aaron will:

- ▶ Leverage experience with grants management, including as it relates to the CARES Act, ARPA grants, HUD CDBG, and other federal grants
- ▶ Support the project team with facilitating meetings, preparing status reports, and developing project deliverables in a timely manner

1.3. Why BerryDunn

We are pleased to state that BerryDunn has the capacity to provide the County's requested services. In addition to possessing the necessary skills, experience, expertise, and capacity, we offer the County the following unique benefits:



Our familiarity with the full grant management life cycle

Grant management is a core service of our team and work we engage in daily. We deliver exceptional services across the grant management life cycle. Our grant identification and writing services have resulted in awards totaling over \$685M—with \$500M awarded to local governments. We have provided clients grant administration, compliance, and monitoring services for more than 30 years. We regularly assist cities, counties, and states as they develop new grants and manage funding including American Rescue Plan Act (ARPA), Department of Health and Human Services (DHHS), Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG), Federal Emergency Management Agency (FEMA), Department of Transportation (DOT), Environmental Protection Agency (EPA), National Park Service (NPS), and

other state and federal grants. We work carefully to understand our clients' unique needs and leverage our strengths to help ensure achievement of project goals and objectives.



Our experience as a top 50 CPA firm enhances our ability to support grant compliance and optimization projects

We leverage our firm's audit and compliance experience to conduct grant program compliance assessments, process improvement assessments, and revenue optimization projects. As needed, the County can rely on our team to analyze grant requirements and develop actionable policy and procedure documents that enhance compliance with government cost accounting requirements, improve subrecipient monitoring, and reduce risk.



Our understanding of municipal business processes and functions

BerryDunn has more than 80 consultants who work specifically with county and municipal governments to solve challenges across the full spectrum of municipal services. We understand that governmental organizations operate in unique and dynamic environments and often experience specific challenges and opportunities. The assigned project team is led and staffed by professionals who work almost exclusively with government clients. This commitment to governmental organizations enables us to conduct efficient and effective engagements. Our clients benefit from a team of specialists who understand the complex accounting and regulatory issues faced by governmental clients and enjoy working in this multifaced, ever-changing environment.



Our role as a trusted advisor to local government clients in the Pacific Northwest

The County will benefit from our familiarity with the region's public-sector landscape and experience successfully completing projects of similar size and complexity. Our public-sector experience in the region includes work with the clients listed below. Additionally, we have more than a dozen employees based in the region.

- ▶ City of Auburn, WA
- ▶ City of Beaverton, OR
- ▶ City of Buckley, WA
- ▶ City of Creswell, OR
- ▶ City of Eugene, OR
- ▶ City of Grants Pass, OR
- ▶ City of Gresham, OR
- ▶ City of Hillsboro, OR
- ▶ City of Issaquah, OR
- ▶ City of Kennewick, WA
- ▶ City of Kirkland, WA
- ▶ City of Lake Oswego, OR
- ▶ City of Merce Island, WA
- ▶ City of Pasco, WA
- ▶ City of Puyallup, WA
- ▶ City of Richland, WA
- ▶ City of Salem, OR
- ▶ City of Snoqualmie, WA
- ▶ City of Spokane Valley, WA
- ▶ City of Springfield, OR
- ▶ City of Vancouver, WA
- ▶ City of Washougal, WA
- ▶ City of Wilsonville, OR
- ▶ Clark County, WA
- ▶ Jefferson County, WA
- ▶ Klickitat County, WA
- ▶ Lane County, OR
- ▶ Lewis County, WA
- ▶ Lincoln County Library District, OR
- ▶ Marion County, OR
- ▶ Metro Parks Tacoma, WA
- ▶ Oregon Department of Administrative Services
- ▶ Oregon Department of Corrections
- ▶ Oregon Department of Environmental Quality
- ▶ Oregon Department of Human Services
- ▶ Oregon Enterprise Technology Services
- ▶ Oregon Health Authority
- ▶ Oregon Liquor Cannabis Commission
- ▶ Oregon Office of Data Governance and Transparency
- ▶ Oregon State Accident Insurance Fund Corporation
- ▶ Oregon State Lottery
- ▶ Peninsula Metropolitan Park District, WA
- ▶ Spokane Public Schools, WA
- ▶ Tualatin Hills Park and Recreation Department, OR
- ▶ Warner Pacific College, OR
- ▶ Washington County, OR
- ▶ Washington Health Benefit Exchange
- ▶ Washington Health Care Authority
- ▶ Yamhill County, OR

2. Scope of Work

2.1. Demonstration of Effectiveness

Our experience spans the full life cycle of grant management and monitoring, including but not limited to providing technical assistance for Single Audit, developing Notice of Funding Opportunities (NOFOs), reviewing and developing sub-recipient grant agreements, and supporting high-stress environments. Our approach to this work has been proven for projects of varying sizes, complexities, and scopes. Whether we are assisting with an organization-wide grant initiative or working at the department level, the County can rely on our team to lead an efficient and effective compliance and subrecipient monitoring initiative.

Table 1, below and on the following pages, briefly summarizes our firm’s recent successes conducting grant-related projects relevant to the County’s RFP. Those clients marked with an asterisk are included as references in Section 4 of our proposal.

Table 1: Recent Grant Management and Subrecipient Compliance and Monitoring Experience

CLIENT NAME	PROJECT DESCRIPTION
Lewis County, WA*	Helped plan, develop, and administer client identified programs including subrecipient awards for approximately \$15.7 million in federal grant funding. Projects included emergency services communication initiatives and guidance and support with Single Audit planning and compliance efforts.
Outagamie County, WI*	Helped plan, develop, and administer client identified programs including subrecipient awards for approximately \$36.5 million in federal grant funding. Projects included the design and build of an emergency operations center and E911 call center as well as assistance with developing local subrecipient grant programs, including NOFOs.
Kennebec County, ME*	Helped plan, develop, and administer client identified programs including subrecipient awards for approximately \$24 million in federal grant funding. Assisted with the development of local subrecipient grant programs including NOFOs. Provided guidance and support with Single Audit planning and compliance efforts.
City of Boise, ID*	Helped plan, develop, and administer client identified programs including subrecipient awards for approximately \$37 million in federal grant funding including projects focused on parks and recreation improvement activities. Helped develop local subrecipient grant programs, including NOFOs. Offered guidance and support with Single Audit planning and compliance efforts.
City and County of Denver, CO	Conducted a performance audit for the Denver Economic Development and Opportunity Division of Small Business Opportunity Department.
City of Ann Arbor, MI	Helped plan, develop, and administer client identified programs including subrecipient awards for approximately \$24 million in federal grant funding.
City of Malden, MA	Helped plan, develop, and administer client identified programs including subrecipient awards for approximately \$45.7 million in federal grant funding.
City of Meridian, ID	Helped plan, develop, and administer client identified programs including subrecipient awards for approximately \$12.8 million in federal grant funding.

<i>CLIENT NAME</i>	<i>PROJECT DESCRIPTION</i>
City of Stonecrest, GA	Helped plan, develop, and administer client identified programs including subrecipient awards for approximately \$10 million in federal grant funding. Helped develop local subrecipient grant programs, including NOFOs.
Androscoggin County, ME	Helped plan, develop, and administer client identified programs including subrecipient awards for approximately \$21 million in federal grant funding
Delaware Office of the Governor	Helping administer and monitor subrecipients of grants of approximately \$925 million in grant funds.
West Virginia Bureau for Public Health (BPH)	Developed grants under the Centers for Disease Control and Prevention (CDC) Enhancing Laboratory Capacity (ELC) and ELC Enhancing Detection programs. Activities included developing a strategy and process for managing the hiring of over 40 new laboratory staff funded under the ELC grant; developing a methodology for allocating ELC grant funds to community-based local public health agencies (LPHAs); designing and developing a tool for LPHAs to report on grant-funded activities and allowable expenditures; and helping the LPHAs develop the programmatic reports that must be provided to the CDC.
West Virginia BPH	Developed a work plan and budget for CDC health disparities grants; wrote the grant work plan and designed and administered a competitive funding allocation process for LPHAs and community-based organizations (CBOs); designed and administered a reporting tool and process for the subrecipients to report on grant-funded activities; collected and analyzed grantee programmatic reports to be submitted to the CDC; provided training and support to the subrecipient grantees; and worked with the West Virginia Prevention Research Center to develop a process to evaluate the subrecipients' performance. We are now helping BPH develop a Health Equity Plan
West Virginia BPH	Designed and administered a competitive funding allocation process for LPHAs and other CBOs; designed a reporting tool and administered a process for subrecipients to report on grant-funded activities; collected and analyzed grantee programmatic reports to submit to the CDC; coordinated logistics, training, communications for the annual CDC-required kindergarten immunization survey; and administered the survey and conducted analyses to provide reporting to the CDC.
West Virginia BPH	Wrote a work plan and developed for the CDC Public Infrastructure grant budget; we are currently conducting assessments and developing a BPH-wide workforce development plan.

2.2. Proposed Scope of Work

On the following pages, we provide a proposed draft work plan to show how we would conduct subrecipient monitoring and compliance reviews on behalf of the County as well as address the other requested services noted within the RFP. **These tasks include NOFO support, subrecipient agreement development services and requested performance measurement/evaluation/monitoring compliance.**

BerryDunn strives to be flexible when it comes to the development and execution of an effective management plan. We understand that no two projects are exactly alike and believe that one of the primary reasons we have been successful is our flexibility in adapting to our clients' unique needs.

Phase 1: Plan, Set-Up, and Manage the Project

This phase will allow both the County and BerryDunn to align project scope and objectives, as well as refine the compliance and subrecipient monitoring work plan. Tasks in this phase will include:

Task 1.1: Conduct a Planning Meeting with the County

We will conduct a planning kickoff meeting remotely, with the County's identified Project Sponsor and any other identified stakeholders, to confirm and clarify the County's goals and objectives, identify known project constraints, and refine dates and/or tasks, as appropriate. Examples of topics to be discussed includes:

- ▶ Current grant management and subrecipient monitoring policies, procedures, and systems
- ▶ Types of information and documentation that exist for tracking, monitoring and accounting for the County and subrecipient expenditures
- ▶ Previously identified compliance and subrecipient monitoring processes and procedures in need of improvement or modification
- ▶ Proposed approach for managing communications between BerryDunn, the County's Project Sponsor, and additional project management team members
- ▶ Names, roles, focus area and contact information for identified key project stakeholders

Task 1.2: Conduct an Entrance Conference

The BerryDunn project team will schedule and conduct an entrance conference with the County's Project Sponsor. Participants will include BerryDunn staff, the County's Project Sponsor, and additional County project management team members, key community stakeholders, subrecipients, and other identified entities.

This meeting will allow our team to ascertain the degree of consensus with the previously stated goals and deliverables identified by the project manager and other participants during the initial planning meeting and identify areas needing further discussion and clarification amongst the impacted stakeholders. This information is invaluable in enabling our project team to better understand potential issues we may encounter during our subsequent review of the County's processes and procedures as well as areas in need of improvement and/or modification. We will also use this meeting to build a stakeholder matrix that identifies key stakeholders and how best to communicate and involve them throughout the project period. Project participants will have an opportunity to ask questions about the overall project approach and schedule of work.

Task 1.3: Develop a Project Compliance and Subrecipient Monitoring Work Plan

Based upon feedback from the planning meeting and the entrance conference, we will develop and establish a compliance and subrecipient monitoring work plan that reflects the identified deliverables and outcomes developed through the initial meetings. The compliance and subrecipient monitoring work plan will include project phases, major tasks, BerryDunn and County staff responsibilities, and milestone objectives.

Task 1.4: Manage the Project

Under this task, we will perform all activities needed to track project progress and take appropriate actions needed to meet the project's goals and objectives. Activities under this task will include:

- ▶ Scheduling project meetings, work sessions, and presentations
- ▶ Facilitating meetings, preparing meeting materials, and taking notes
- ▶ Establish, if appropriate, in conjunction with the County's project sponsor, a focused steering committee from the stakeholders who were identified previously and who participated in the initial meetings

Phase 1: Plan, Set-Up, and Manage the Project

- ▶ Monitoring the status of all project action items to help ensure completion by the dates identified in the subrecipient monitoring work plan
- ▶ Monitoring adherence to the project scope, project schedule, and staffing levels
- ▶ Identifying, managing, and mitigating risks to minimize disruption to the project
- ▶ Reporting issues, risks, and deviations from project goals and objectives to the County's leadership and decision makers
- ▶ Maintaining the work product, deliverables, meeting notes, and trackers in a SharePoint location established for use by BerryDunn and County staff
- ▶ Proactively recommending any modifications or improvements to existing financial and operational processes currently in use by the County

Task 1.5: Conduct Biweekly Project Status and Other Meetings

Clear and open communication is vital to the success of any project. Given the numerous stakeholders that will likely have to be coordinated during this project, status reporting will be especially important. We recommend initially, at a minimum, biweekly status update meetings with the identified steering committee members that were established in conjunction with the County to oversee this project.

At status update meetings, we will report the activities and accomplishments for the reporting period, plans for the upcoming two weeks, problems encountered during the reporting period, and anticipated problems that may impact any project milestones or deliverables.

We will provide support and participate in discussions and meetings with the County and other stakeholders, as needed, throughout the project.

Deliverables:

- ✓ **Deliverable 1: Initial Subrecipient Monitoring Work Plan with Updates as Necessary as the Project Progresses**
- ✓ **Deliverable 2: Biweekly Status Reports**

Phase 2: Engage Stakeholders

During this phase, which will primarily occur during the initial one to four months of the project term, we will develop a plan for communicating and coordinating with County staff, subrecipients, and other project stakeholders. Successful engagement of these stakeholders will be an important element for project success. Throughout the project, we will act as a liaison between the County, subrecipients, and federal officials to help ensure that the subrecipient activities and processes fully comply with applicable Uniform Guidance and funding agency program-specific guidelines.

Task 2.1: Develop a Communication Plan

As part of our communication and coordination activities, we will develop a Communication Plan. We will work with the County to develop and implement a plan, which will describe how we will:

- ▶ Attend meetings with leadership, subrecipient staff, and/or federal, State, and local officials regarding grant funding matters
- ▶ Collaborate with the County's finance, accounting staff, outside auditors, and other stakeholders as necessary to plan and develop standardized and consistent compliance and monitoring processes that achieve the County's stated service requirements under this RFP
- ▶ Identify potential issues, risks and corrective action options that may be encountered and raise them for discussion, mitigation and resolution planning and documentation

Phase 2: Engage Stakeholders

Task 2.2: Engage Stakeholders

How effectively we engage stakeholders will have a big impact on the success of the project. We will work to obtain stakeholder buy-in to the processes and procedures for conducting the compliance reviews to meet the County's policies, goals, and objectives. Our approach will be to engage stakeholders in a meaningful way from the beginning and throughout the project by using a variety of tools, including surveys, in-person meetings, Zoom or other web-based videoconference meetings, and email.

Deliverables:

- ✓ **Deliverable 3: Communication Plan**

Phase 3: Finalize Methodology for Subrecipient Monitoring

During this phase, we will refine and finalize the methodology for subrecipient monitoring. In addition, we will work with the County to identify the recipients and subrecipients that will receive compliance reviews during the upcoming year and schedule the reviews.

Task 3.1: Finalize the Methodology for Subrecipient Monitoring

From the County, we will request access to any existing policies, procedures, and tools it may have related to subrecipient monitoring, the County's Uniform Guidance compliance processes, and any non-federal funding compliance documentation. This will include reviewing the County's risk assessment model and policies and procedures and comparing them to established local government best practices models, federal and non-federal compliance and monitoring resources and comparisons to BerryDunn's established tools, models, and policies and procedures utilized by our satisfied clients. We will then develop a customized methodology to meet the County's specified goals and objectives for subrecipient monitoring, compliance with the Uniform Guidance, and other federal guidance. The resulting updated methodology, proposed processes, and procedures for conducting the compliance reviews will be finalized with the County and implemented.

Task 3.2: Develop Schedule for Compliance Reviews of Subrecipients

We are prepared, willing, and able to perform compliance reviews of as many of the County's subrecipients as determined through the County's tools, such as its "Financial Assistance Management Manual," its documented risk assessment and financial assistance policy, and any other available manuals and documents. We will also hold discussions with key staff, including the County's Finance and Deputy Finance Director, Finance Grant Accountants, the Finance Grants Manager, department management analysts, department program staff, and County Counsel, to gain their valuable insights and address their known goals and needs. The result will be our ability to:

- ▶ Identify a schedule of each subrecipient's compliance review needs based upon data collected
- ▶ Obtain the contact information for each recipient and subrecipient
- ▶ Establish a work plan with proposed dates by which compliance reviews will be performed and completed for each identified subrecipient

Once we finalize the list of recipients and recipients that will have compliance reviews with the County, we will take responsibility for contacting and coordinating monitoring activities with those entities using an approved schedule and timeline that meets the County's needs for those reviews.

Deliverables:

Phase 3: Finalize Methodology for Subrecipient Monitoring

- ✓ Deliverable 4: Updated Methodology for Subrecipient Monitoring Methodology
- ✓ Deliverable 5: Schedule for the Subrecipient Compliance Reviews

Proposed Timeline For Phases 1 – 3 Activities

Phase Activities	<i>Projected Project Dates – Based upon contract being executed no later than January 12, 2024 – (BerryDunn will work with the County to adjust projected dates once the contract has been fully executed. While the projected start and end dates for each phase may be modified based upon the contract’s execution date, the estimated number of days for each phase remains constant.)</i>
Phase 1	(Tasks 1.1 – 1.3) - Start Date: <u>January 16, 2024</u> – Estimated Completion Date: <u>February 2, 2024</u> – (Tasks 1.4 and 1.5 are ongoing project management activities and will be performed throughout the project.)
Phase 2	(Task 2.1) Start Date: <u>January 24, 2024</u> – Estimated Completion Date: <u>February 14, 2024</u> – (Task 2.2 is ongoing communication activities with stakeholders and will be performed throughout the project.)
Phase 3	(Tasks 3.1 – 3.2) Start Date: <u>January 24, 2024</u> – Estimated Completion Date: <u>February 26, 2024</u> – (Actual subrecipient monitoring activities will take place under Phase 4 and will performed throughout the project period.)

Phase 4: Perform Compliance Reviews of Subrecipients

We will conduct compliance reviews of subrecipients using the approved methodology, including the County’s tools and staff input, and in accordance with the agreed-upon schedule.

Task 4.1: Obtain Documentation

Prior to conducting a compliance review of a subrecipient, we will review the requirements of the federal and non-federal funding sources to ascertain specific areas of focus that should be addressed. We anticipate that we will ask for the following types of documents and information:

- ▶ Financial Statements, previous Single Audit Reports, and any required Auditor Communications Letter/Management Letter for the last two fiscal/calendar years
- ▶ If the prior audit reports contained any findings or internal control matters, a copy of the corrective action plan, and a description of the status of the organization’s corrective actions and whether the matters have been resolved
- ▶ A copy of the organization’s documented Uniform Guidance compliant policies and procedures
- ▶ The organization’s current staffing structure for performing the monitoring function
- ▶ A description of software packages the organization uses for tracking and maintaining financial and performance data and metrics related to the grant programs
- ▶ If the organization is not using a software package, a description of how the organization is monitoring and tracking financial and performance data and metrics

Phase 4: Perform Compliance Reviews of Subrecipients

- ▶ If applicable, a copy of the negotiated Indirect Cost Rate agreement
- ▶ Listing by name and job title of any new key personnel, financial management, grants management, IT management, or other staff serving a grants administration role
- ▶ Copies of any requests for payment for goods and services for approved projects submitted
- ▶ List of expenditures, including any equipment purchased in excess of \$5,000 (per individual item) and has a useful life of greater than one year, serial number if any, vendor name, date of purchase, amount of item, location where the items are kept, funding source, disposal date, and value at disposal date
- ▶ Subrecipient financial report that shows any sub-subaward amounts, invoices paid under subaward budget categories, and the remaining amount of subaward funding
- ▶ Any budget modification requests, including an explanation of why a budget modification is needed and how the budget modification supports the goals and objectives of the grant
- ▶ Any change in scope requests, including an explanation of why a change in scope is needed and how the change in scope and/or additional goals and objectives of the grant

Task 4.2: Prepare for Compliance Reviews of Subrecipients

To prepare for the compliance review, we will coordinate the communication protocols previously agreed upon by the County. This will include advanced courtesy notifications to the County department that provided funding to the identified subrecipients so that they are aware of the pending subrecipient monitoring activities. We have found that this helps alleviate potential confusion and/or frustration by County departmental staff who have not been informed in advance of their subrecipients receiving requests for compliance with our monitoring plan. The identified subrecipients will then receive an email that will provide a brief overview of the purpose for the compliance monitoring as well as request for a response so that we can schedule receipt of the requested information.

Based upon our experience, we recommend that the communication transmitted be developed using County letterhead that we can attach to the email. The letter would provide details of what the compliance reviews will focus on, including gathering assurance that the subrecipient is compliant with federal statutes, regulations, and the terms and conditions of the federal award; invoice(s); and a detailed list of expenditures made with grant funds that will be reviewed.

Task 4.3: Conduct the Compliance Reviews of Subrecipients

We will begin the compliance reviews with a virtual entrance conference—or, if the County would prefer, an in-person conference—with key subrecipient departmental staff. We will again provide background information as to the reason for the site visit and review items to be reviewed and discussed. This background information will include an explanation of our plan to review policies and procedures as well as goods and services purchased, staff hired with grant funds, etc. We will use a customized checklist to guide our review.

Task 4.4: Prepare Compliance Review Report

We will prepare a report that documents our findings from the compliance reviews. We will work with the County to customize this report to meet the County's specific needs and objectives.

We will prepare a Post-Monitoring Compliance/Performance Report that will include:

- ▶ What we reviewed
- ▶ Deficiencies that we found
- ▶ Recommendations prescribed for subrecipients to address identified deficiencies
- ▶ A clearance letter (if findings are identified) or an action plan for addressing the deficiencies

Phase 4: Perform Compliance Reviews of Subrecipients

Deliverables:

- ✓ **Deliverable 6: Post-Monitoring Compliance/Performance Reports with supporting documentation**

Phase 5: Assist with Documentation Needs and Performance Monitoring Documentation

BerryDunn will provide any additional support and guidance requested by the County to help ensure that they have access to compliant and standardized documentation that addresses both federal and non-federal funding requirements. This documentation will be formulated based upon specific awarding agency requirements and our team's extensive experience assisting other clients with similar requests. We are committed to providing the County with performance updates and supporting data that meets the County's requirements.

Task 5.1: Develop Supporting Documentation

BerryDunn will collaborate with County staff to develop NOFOs for any specifically identified projects that the County may have as well as general templates which the County can utilize as needed in the future. BerryDunn will provide these services for both federal and non-federal projects. BerryDunn will also provide development services of compliant subrecipient agreements and related documentation for use by the County that address both federal and non-federal requirements. Activities will include supporting documentation and providing subrecipients and staff training and instructions regarding best practices for compliance and document support to address identified needs.

Task 5.2: Provide Organizational Reporting and Documentation Support

BerryDunn will partner with the County to assist with required data collection and reporting activities for all funding sources to successfully complete and submit required documentation, including items such as FFATA, SEFA and required non-federal funding documents. We will also collaborate with County staff to prepare for and address any requirements related to Single Audit activities, such as verifying subrecipient information required for the SEFA is correct and supporting any Single Audit testing of Subrecipient Monitoring requirements. Support and assistance with all grant closeout efforts as needed will be provided.

Task 5.3: Provide Organizational Reporting and Documentation Support

BerryDunn is committed to providing the County with performance reporting that permits the County to monitor and assess our project performance against specified Scope of Services criteria the County has outlined and as documented within any executed contract documentation. Performance reporting will include, at a minimum:

- ▶ The successful submission of monthly monitoring reports that address any new subrecipient agreements awarded, any NOFOs issued, the status of subrecipient compliance and monitoring activities as compared to the established work plan, and related tasks as established from the SOW.
- ▶ An assessment of BerryDunn's timely and successful completion or work in process for agreed-upon work products requested through the executed agreement.

Deliverables:

- ✓ **Deliverable 7: Successful development and support of County requested documentation**
- ✓ **Deliverable 8: Final submission of requested federal reporting and compliance materials**
- ✓ **Deliverable 9: Monthly status and performance reports to the County**

3. Fees

3.1. Proposed Hourly Rates

Table 2, below, provides our hourly rates by role category for the County’s review and consideration. Our rates are inclusive of all time and materials costs. We will bill travel expenses only as incurred and will work with the County to determine if and when on-site work is required for the proposed services.

Table 2: Hourly Rates by Role Category

<i>Project Role</i>	<i>Proposed Hourly Rate</i>	<i>Estimated Percentage of Project Effort</i>
<i>Project Principal</i>	\$425	2%
<i>Project Manager/Grant Analyst</i>	\$275	31%
<i>Grants Analyst</i>	\$245	25%
<i>Business Analyst</i>	\$175	42%

3.2. Not-to-Exceed Amount

Our estimated not-to-exceed amount for the County’s requested scope of work through the proposed project end date of June 30, 2025, is **\$305,000**. The not-to-exceed amount has been adjusted to reflect a decrease in the projected contract period from 20 months to 18 months, based upon the amended proposed start date of January 2024. The original estimated amount of \$325,000 has been reduced by \$20,000. As initial project costs are anticipated to be much higher than the ongoing maintenance service costs, and we anticipate support needs will drop as we approach the end of the contract, the amount has been adjusted based upon our projected lower service requirements estimates for the final months of the contract period.

3.3. Fee Assumptions

Our proposed hourly rates and estimated not-to-exceed amount are based on the following assumptions and dependencies:

AMENDMENT TO THE INITIAL SCOPE OF WORK – FEE ASSUMPTIONS

- ▶ Estimated not-to-exceed based on 18 months (January 2024 – June 2025).
- ▶ Anticipate costs for next twelve months of service will be higher than subsequent six months of service now with updated timeline for getting contract in place for January 2024 – June 30, 2025.
- ▶ Updated assumption is 600 billable hours for first 6 months of the contract, Clackamas’ FY24 budget end date. BerryDunn will work with the County to adjust total hours worked during the first six months to meet the County’s budgeted funding.
- ▶ Assumption is 509 billable hours for the remaining 12 months of the contract term if 600 hours are worked during the first 6 months of the contract.
- ▶ Total estimated billable hours for the entire contract period is anticipated to be no more than 1,109 hours.
- ▶ The majority of our work will be conducted remotely using videoconferencing and collaboration software tools. If videoconferencing and collaboration tools are not sufficient to address a specific issue, we will travel to the County on an as needed and agreed-upon basis. We will invoice actual travel expenses, as incurred.
- ▶ BerryDunn will furnish all material, labor, facilities, equipment, and supplies necessary to perform the services requested under this project.

- ▶ The estimated not-to exceed amount is based upon a total of 18 months of contracted service.
- ▶ The County is seeking support with approximately 59 organizations.
- ▶ The County has approximately 103 subrecipient agreements currently active in FY22-23, including approximately 52 nonfederal, 36 federal, and 15 mixed agreements.
- ▶ The County's estimated ratio of work by category of services provided is:
 - ▶ NOFO Support – 3%
 - ▶ Risk Assessment, Compliance, Monitoring – 45%
 - ▶ Subrecipient Agreement Support – 45%
 - ▶ Other (Training, Closeouts, Reports) – 7%

4. References

Below and on the following page, we provide reference information for four clients BerryDunn has served within the past three years. These clients can speak to the quality and satisfaction we deliver on comparable engagements.



City of Boise, Idaho

Consulting Services for ARPA | 01/2022 – Present

Chloe Ross Ronan, Strategic Initiative Program Manager

150 N. Capitol Boulevard, Boise ID, 83702

208-972-8516 | crossronan@cityofboise.org

We are helping the City administer approximately \$37 million in grants with a focus on providing guidance as the City expands its grant application and capacity build goals. The project started in January 2022 and is ongoing.

To date, we have completed the following activities:

- ▶ Developed grant management processes, procedures, and systems
- ▶ Reviewed NOFOs for subgrants of the funds and assessed risk associated with the applicant and its proposed use of funds
- ▶ Developed grant management internal controls and other processes, procedures, and systems to improve compliance and mitigate risk
- ▶ Developed a risk-based monitoring program for recipients and subrecipients of funds
- ▶ Developed a Subrecipient Monitoring Handbook and standardized templates

We are currently assisting with:

- ▶ Providing ongoing subrecipient monitoring and policy support
- ▶ Identifying, collecting, and documenting qualified expenditures and performance data each quarter and reporting that data to the U.S. Treasury
- ▶ Developing outputs and outcomes to track and measure subrecipients' performance



Kennebec County, Maine

ARPA Program Design, Reporting, and Compliance of County Allocations | 03/2022 – Present

Scott Ferguson, County Administrator

125 State Street 2nd Floor Augusta ME, 04330

207-530-7369 | sferguson@kennebecso.com

We are helping the County administer approximately \$24 million in federal grant funding. The project started in March 2022 and is ongoing.

To date, we have completed the following activities:

- ▶ Reviewed prime recipient planned potential projects for funding eligibility
- ▶ Developed notice of funding opportunity documentation and managed applications including the assessment of risk associated with the applicant and its proposed use of funds
- ▶ Assisted the Board of Commissioners in identifying the projects that should receive funding
- ▶ Developed grant management processes, procedures, and systems
- ▶ Developed a risk-based monitoring program for recipients and subrecipients and performed subrecipient monitoring and compliance services

- ▶ Facilitated ongoing grant support services for community support agencies to address additional regional funding needs, including facilitating Congressional earmark funding request submissions

We are currently assisting with:

- ▶ Providing ongoing policy support
- ▶ Identifying, collecting, and documenting qualified expenditures and performance data each quarter and reporting that data to the U.S. Treasury
- ▶ Performing subrecipient monitoring activities
- ▶ Assisted with Single Audit planning and compliance activities
- ▶ Developing outputs and outcomes to track and measure subrecipients' performance



Lewis County, Washington

Grant Administration, Grant Management Services, and Application Development Regarded SLFRF | 07/2022 – Present

Becky Butler, Budget Director

351 NW. North St. Chehalis, WA, 98532

360-740-1198 | beckybutler@lewiscountywa.gov

We are helping the County administer approximately \$15.7 million in federal grant funds. The project started in July 2022 and is ongoing.

To date, we have completed the following:

- ▶ Reviewed potential projects for funding eligibility
- ▶ Assisted the Board of Commissioners in identifying what projects should receive funds
- ▶ Developed grant management internal controls and other processes, procedures, and systems
- ▶ Coordinated and supported NOFOs and reviewed applications for subgrants of funds and assessed risk associated with the applicant and its proposed use of funds
- ▶ Developed a risk-based monitoring program for recipients and subrecipients and performed subrecipient monitoring support services
- ▶ Trained recipient and subrecipient staff on the Uniform Guidance

We are currently assisting with:

- ▶ Providing ongoing policy support
- ▶ Identifying, collecting, and documenting qualified expenditures and performance data each quarter and reporting that data to the U.S. Treasury
- ▶ Developing outputs and outcomes to track and measure subrecipients' performance



Outagamie County, Wisconsin

Grant Administration, Grant Management Services, and Application Development Regarded SLFRF | 02/2023 – Present

Kevin Englebert, Director Development and Land Services

320 S Walnut St, Appleton WI 54911

920-832-6034 | kevin.englebert@outagamie.org

We are helping the County administer approximately \$36.5 million in federal grant funds. The project started in February 2023 and is ongoing.

To date, we have completed the following:

- ▶ Reviewed potential projects for funding eligibility
- ▶ Assisted the multiple county departmental staff identify what projects should receive funds

- ▶ Developed grant management internal controls and other processes, procedures, and systems
- ▶ Coordinated and supported the development and issuance of NOFOs for subgrants of funds and assessed risk associated with applicants and their proposed use of funds
- ▶ Developed a risk-based monitoring program for recipients and subrecipients and performed subrecipient monitoring support services

We are currently assisting with:

- ▶ Providing ongoing policy support
- ▶ Identifying, collecting, and documenting qualified expenditures and performance data each quarter and reporting that data to the U.S. Treasury

Appendix A. Requested Exception

Listed below is one requested exception to the County's provided terms and conditions. We believe in being fully transparent about any potential conflicts at the time of proposal. To this end, we have our Compliance Team perform a thorough review. As consultants focused on government clients, we are well aware of the limitations on exceptions and additional constraints. If selected for this project, we fully expect to work with the County to reach an agreement on these terms that is fair and beneficial to both parties.

Indemnification. Regarding Section G.1.2. on Page 14, we respectfully ask for an exception to the indemnification language to the extent it applies to professional services. BerryDunn has a robust professional liability policy for acts or omissions of BerryDunn, our agents, employees, and subcontractors. This policy contains language within it that states that it will not apply if BerryDunn takes on additional liabilities under contract, such as the agreement to indemnify. In order to help ensure that our clients have the protection of this policy, we ask to remove indemnification language as it relates to negligence in professional services.

Appendix B. Required Forms