



June 2, 2022

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Subrecipient Grant Agreement 22-020 between Clackamas County and Micro Enterprise Services of Oregon (MESO) for MESO to provide a small business assistance grants program on behalf of Clackamas County in support of the local business community recovering from the economic impacts of the COVID-19 pandemic. County General Funds are not involved.

Purpose/Outcomes	Approve a Subrecipient Grant Agreement #22-020 between Clackamas County and MESO for MESO to provide small business assistance grants to the Clackamas County small business community.
Dollar Amount and Fiscal Impact	\$3,000,000 State & Local Fiscal Recovery Funds ("SLFRF") provided by the US Department of the Treasury under sections 602(c)(1)(A) and 603(c)(1)(A) of the Social Security Act as part of the American Rescue Plan Act ("ARPA") signed into law on March 11, 2021 for programmatic and administrative expenditures allocated as follows: a) \$2,607,000 Business Assistance Payments b) \$120,000 Technical Assistance and Contracting c) \$273,000 Indirect Cost Recovery
Funding Source	State & Local Fiscal Recovery Funds ("SLFRF") provided by the US Department of the Treasury under sections 602(c)(1)(A) and 603(c)(1)(A) of the Social Security Act as part of the American Rescue Plan Act ("ARPA") signed into law on March 11, 2021
Duration	This Agreement shall become effective on the date it is fully executed and will terminate on September 30, 2022. Eligible expenses for this Agreement may be charged during the period beginning May 1, 2022 , and expiring September 30, 2022 .
Previous Board Action	July 13, 2021 the BCC allocated \$12.5 million of ARPA funds, \$4 million of which as dedicated for business support
Strategic Plan Alignment	1) This grant agreement amendment supports the BCS goal of giving businesses access to innovative tools and programs to help them locate or expand in Clackamas County. Providing assistance to businesses impacted by COVID-19 will help them recover from the pandemic so they can operate/reopen under the new normal, and eventually expand as economic times improve. 2) This subrecipient grant agreement supports the County strategic priority of Growing a Vibrant Economy by providing much needed assistance to Clackamas County small businesses so they can remain in business beyond the COVID-19 pandemic.
County Counsel Review	County Counsel Review Date: May 23, 2022 Counsel Initials: ARN
Procurement Review	Was the item processed through procurement? No This agreement is a grant agreement, therefore is not subject to Procurement oversight.
Contact Person	Sarah Eckman, BCS Interim Director (503) 742-4303
Contract No.	22-020

BACKGROUND:

The Clackamas County Board of County Commissioners has dedicated American Rescue Plan Act funding to support the local business community. Approximately \$3,000,000 of those funds are reserved to support for-profit small businesses and non-profits through a combination of grants and technical assistance. Technical Assistance is defined as providing support to businesses needing assistance with applying for grants.

Micro Enterprise Services of Oregon (MESO) has submitted, and the County has accepted, a written response to the Notification of Funding Opportunity posted for this funding. A subrecipient grant agreement formalizes the agreement between Clackamas County and MESO for MESO to:

- Distribute assistance payments to small businesses operating in Clackamas County in an expedited fashion;
- Provide a robust outreach strategy, particularly to disproportionately impacted communities;
- Provide technical assistance in the business owner's native language to ensure applicants are successful in submitting their assistance payment application.
- Prioritize assistance payments to small businesses without prior assistance from Clackamas County.
- Issue all assistance payments within 60 days of execution of the subrecipient grant agreement.

MESO will partner with Clackamas County on a robust marketing program for the grant funds that reaches out locally to businesses owned by members of historically disadvantaged population groups (Asian, Black, Hispanic, Native American, and Women Owned Businesses). MESO will:

- Have program marketing materials available in languages that are representative of the local population.
- Develop a stepped marketing program that reaches out and markets to members of historically disadvantaged population groups in advance of marketing to the general public.

The small business assistance program has been designed to maximize efficiencies in assistance distribution, and minimize risk for use of the funds for this program.

Eligible assistance applicants are defined as:

- Small Businesses with operations in Clackamas County.
- A *small business* is defined as 50 or fewer employees and must be either of the following:
 - Eligible for-profit small businesses must be a "small business concern" as defined in section 3 of the Small Business Act [15 USC 632], which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation. MESO will use the [SBA Size Standards Tool](#) to assist in determining applicant eligibility.
 - Eligible non-profits must be a registered 501(c)(3) or a 501(c)(19) under IRS definitions.

To expedite eligibility determinations, MESO will exercise the ARPA presumptive eligibility categories. No business may be considered presumptively eligible if it is ineligible based on criteria outlined, above. Presumptive eligibility requirements are provided in the following guidance provided by the US Treasury:

The categories of presumptive eligibility shall be:

Travel, tourism, hospitality industries

For-profit small businesses identified within the travel, tourism or hospitality industries are presumptively eligible. Businesses presumptively eligible under this category must have been operating prior to March 1, 2020, the start of the pandemic.

Qualified Census Tracts

Small businesses or nonprofits with operations located in a Qualified Census Tract (QCT) (see below) as defined by the Office of Policy Development and Research (PD&R) are presumptively eligible. Clackamas County has three QCT's:

1. Tract 217.00 (Jennings Lodge/Gladstone area)
2. Tract 221.08 (Clackamas Industrial area)
3. Tract 222.01 (SE 82nd – I205, N of Sunnyside to SE Clatsop)

RECOMMENDATION:

Staff respectfully recommends the BCC approve the subrecipient grant agreement #22-020 with MESO.

ATTACHMENT:

Subrecipient Grant Agreement #22-020 between Clackamas County and Micro Enterprise Services of Oregon (MESO)

Respectfully submitted,

A handwritten signature in blue ink that reads "Sarah Eckman". The signature is written in a cursive, flowing style.

Sarah Eckman
Interim Director, Business & Community Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 22-020**

Project Name: ***Small Business Assistance – SLFRF/ARPA***

Project Number:

This Agreement is between **Clackamas County** (“COUNTY”), a political subdivision of the State of Oregon, acting by and through its Business and Community Services Department and **Micro Enterprise Services of Oregon** (“SUBRECIPIENT”), an Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant: ***Joseph Rosevear***

Program Manager: ***Sarah Eckman***

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Subrecipient Data

Fiscal Representative: ***Jason Hilton***

Program Representative: ***Michael Henderson***

Micro Enterprise Solutions of Oregon
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Micro Enterprise Solutions of Oregon
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UEI: MJKLST1WNNX9

RECITALS

1. Micro Enterprise Services of Oregon (“SUBRECIPIENT”) has over 12 years helping small-scale entrepreneurs succeed. SUBRECIPIENT’s staff has technical expertise in all areas of micro-enterprise development and small business growth. SUBRECIPIENT emphasizes development of a core business foundation and implementation of strategies focused on financial management, basic and advanced business planning, marketing, customer service and effective operations. Services are based on proven models that are shaped for the local community and individual entrepreneurs.
2. Clackamas County (“COUNTY”) desires to have its residents benefit from small business recovery payments provided through its allotment of State & Local Fiscal Recovery Funds (“SLFRF”) provided by the US Department of the Treasury under sections 602(c)(1)(A) and 603(c)(1)(A) of the Social Security Act as part of the American Rescue Plan Act (“ARPA”) signed into law on March 11, 2021.

3. Project description: SUBRECIPIENT will provide business recovery payments to qualifying businesses resulting from the coronavirus pandemic.
4. This Grant Agreement of Federal financial assistance (the “Agreement”) sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the program described below.

Now therefore, according to the terms of this Agreement, 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, 2022. Eligible expenses for this Agreement may be charged during the period beginning **May 1, 2022**, and expiring **September 30, 2022**, 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 funded by this Agreement (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.
- 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”; Federal award date: 5/11/21) that is the source of federal grant funding, in addition to compliance with requirements of Sections 602(c)(1)(A) and 603(c)(1)(A) of the Social Security Act, [Treasury’s regulations implementing that section \(“Final Rule”\)](#), and [guidance issued by the Treasury on this funds](#). 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 State and Local Fiscal Recovery Funds (Assistance Listing #: 21.027; Federal Award Identification Number [FAIN]: 1505-0271) issued to COUNTY by the U.S. Department of the Treasury.** The maximum, not to exceed, grant amount that COUNTY will pay is **\$3,000,000.** This is a cost reimbursement grant with an initial advancement and 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.
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 thirty (30) 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; or,
 - c. Written notice provided by COUNTY that Treasury has determined funds are no longer available for this purpose; or,
 - 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 or termination of this Agreement, any unexpended balances of CARES 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; or,
 - 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 7.
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 of 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 or COUNTY 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 chooses to exercise the federal *de minimis* rate of 10% of Modified 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 (weekly) 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 biweekly basis.

- m) **Specific Conditions.** Additional monitoring requirements are provided in Exhibit E: Weekly/Final Performance Report.
- 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 200.343—*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 Contract 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 180. This common rule 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, 31 CFR 21, 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) **Seat Belt Use and Text Messaging.** SUBRECIPIENT is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles per EO 13043, 62 FR 19217. SUBRECIPIENT is also encouraged to adopt and enforces policies that ban text messaging while driving, and should establish workplace safety policies to decrease accidents caused by distracted drivers per EO 13513, 74 FR 51225.
- s) **Drug-Free Workplace.** SUBRECIPIENT agrees to implement Governmentwide Requirements for Drug-Free Workplace found at 31 CFR Part 20.
- t) **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.

- u) **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.
- v) **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 five (5) 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.
- w) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for US Treasury Grant #1505-0271 and all accompanying amendments, 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 the Clackamas County, as grantee, under those grant documents.
- x) **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) EO 13166 Improving Access to Services for Persons with Limited English Proficiency; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) 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. SUBRECIPIENT shall include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- 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 this Agreement.
- e) **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 COUNTY 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".
- f) **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.

- g) **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 (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- h) **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.
- i) **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 a Federal funding source 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.

SUBRECIPIENT shall defend COUNTY, and its officers, employees, elected officials, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this Agreement. It is the specific intention of the parties that COUNTY shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of COUNTY, be indemnified by SUBRECIPIENT from and against any and all Claims.

- 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 with respect 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 SUBRECIPIENT is a subject employer, as defined in ORS 656.023, SUBRECIPIENT 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 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.
- d) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
 - e) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
 - f) **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 except as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
 - g) **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.
 - h) **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.

- i) **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.
- j) **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.
- k) **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.
- l) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- m) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- n) **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.
- o) **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.

This Agreement consists of the following documents, which by this reference are incorporated herein.

- This Agreement
- Exhibit A: SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Payment Request
- Exhibit E: Weekly/Final Performance Report
- Exhibit F: Final Financial Report

(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.

Micro Enterprise Services of Oregon



By: _____

Cobi Lewis

05 / 25 / 2022

Printed Name

Date

4008 NE MLK Jr. Blvd

Street Address

Portland, Oregon 97212

City / State / Zip / Phone

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair

Commissioner: Sonya Fischer

Commissioner: Paul Savas

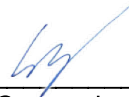
Commissioner: Martha Schrader

Commissioner: Mark Shull

Tootie Smith, Chair

Dated

Approved to Form:



County Counsel

05/26/2022

Dated

Exhibit A: SUBRECIPIENT SCOPE OF WORK

Program Description

The Clackamas County Board of County Commissioners has dedicated American Rescue Plan Act funding to support the local business community. Approximately \$3,000,000 of those funds are reserved to support for-profit small businesses and non-profits through *a combination of grants and technical assistance*. Technical Assistance is defined as providing support to businesses needing assistance with applying for grants.

Successful programs will:

- Distribute assistance payments to small businesses operating in Clackamas County in an expedited fashion;
- Provide a robust outreach strategy, particularly to disproportionately impacted communities;
- Provide technical assistance in the business owner's native language to ensure applicants are successful in submitting their assistance payment application.

SUBRECIPIENT has submitted, and COUNTY has accepted, a written response to the Notification of Funding Opportunity posted for this funding. This written response is incorporated here by reference.

Small businesses without prior Clackamas County assistance payments must be prioritized.

Outreach

SUBRECIPIENT will partner with COUNTY on a robust marketing program for the grant funds that reaches out locally to businesses owned by members of historically disadvantaged population groups (Asian, Black, Hispanic, Native American, and Women Owned Businesses).

1. Have program marketing materials available in languages that are representative of the local population.
2. Develop a stepped marketing program that reaches out and markets to members of historically disadvantaged population groups in advance of marketing to the general public.

Equal Access

SUBRECIPIENT will provide fair access to all small business applicants.

Payout Schedule

SUBRECIPIENT will issue all assistance payments within 60 days of execution of this Agreement.

Small Business Definition

All small businesses receiving assistance payments must have operations in Clackamas County. A *small business* is defined as 50 or fewer employees and must be either of the following:

- Eligible for-profit small businesses must be a “small business concern” as defined in section 3 of the Small Business Act [[15 USC 632](#)], which includes, among other requirements, that the business is independently owned and operated and is not dominant

in its field of operation. MESO will use the [SBA Size Standards Tool](#) to assist in determining applicant eligibility.

- Eligible non-profits must be a registered 501(c)(3) or a 501(c)(19) under IRS definitions.

Ineligible Recipients

- Passive real estate holding companies and others holding passive investments.
- Non-profit entities that do not have federal 501(c)(3) or 501(c)(19) status.
- Businesses that are delinquent on federal, state or local taxes that were due before April 1, 2020 not otherwise included in a government-established repayment plan.
- Businesses that do not comply with all federal, state and local laws and regulations. Businesses not headquartered and with principal operations in Clackamas County.
- Businesses not registered to do business in Oregon (Secretary of State Business Registry verification) if such registration is required.

Presumptive Eligibility

To expedite eligibility determinations, SUBRECIPIENT will exercise the SLFRF's presumptive eligibility categories. No business may be considered presumptively eligible if it is ineligible based on criteria outlined, above. Presumptive eligibility requirements are provided in the following guidance provided by the US Treasury:

[Federal Register: Final Rule](#)

[Overview of the Final Rule](#)

The categories of presumptive eligibility shall be:

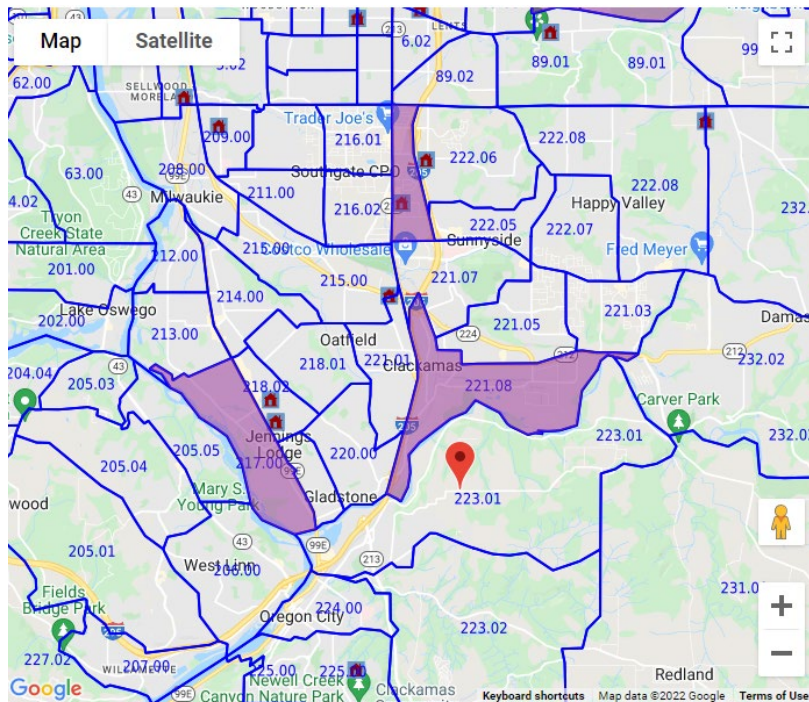
Travel, tourism, hospitality industries

For-profit small businesses identified within the travel, tourism or hospitality industries are presumptively eligible. Businesses presumptively eligible under this category must have been operating prior to March 1, 2020, the start of the pandemic. Aid should be generally broadly available to all businesses within these industries to avoid potential conflicts of interest.

Qualified Census Tracts

Small businesses or nonprofits with operations located in a Qualified Census Tract (QCT) (see below) as defined by the Office of Policy Development and Research (PD&R) are presumptively eligible. Clackamas County has three QCT's:

1. Tract 217.00 (Jennings Lodge/Gladstone area)
2. Tract 221.08 (Clackamas Industrial area)
3. Tract 222.01 (SE 82nd – I205, N of Sunnyside to SE Clatsop)



SUBRECIPIENT shall confirm small business operations within QCT's by using the map provided by the US Department of Housing and Urban Development located at:

https://www.huduser.gov/portal/sadda/sadda_gct.html?locate=41005021700

The restriction on operating prior to the pandemic does not apply to businesses and nonprofits operating in QCT's.

Only applications meeting either or both of the two categories of presumptive eligibility may be approved for assistance payment. Potential applicants must be informed of this presumptive eligibility restriction at the beginning of the application and in all promotional materials and outreach efforts.

Fraud Prevention

To assist in the prevention of fraud, SUBRECIPIENT will require applications to be under the name of the owner of the for-profit small business or the name of the Executive Director or Chief Executive of the nonprofit in addition to the name of the small business or nonprofit. State-issued identification must be provided corresponding to the name of the person applying. Self-attestations (below) must also assist in fraud prevention efforts.

Self-Attestations

SUBRECIPIENT will require each applicant to self-attest to the following:

- My business is a for-profit business or a registered 501(c)(3) or 501(c)(19) nonprofit.
- My business has 50 or less Full Time Equivalent (FTE) employees (counting part time employees as two each for one FTE).

- Neither I nor my business owe delinquent state or federal back taxes not otherwise included in a government-established repayment plan and I can provide proof of this, if requested.
- My business is in compliance with all federal, state and local laws and regulations.
- [For for-profit businesses only:] My business is independently owned and operated.
- If awarded, I understand the amount awarded may be subject to state or federal taxation. My business will be issued an IRS form 1099 at the end of this tax year.
- If awarded, I intend to use this assistance to cover payroll, rent, mortgage, utilities or other basic operational costs of my business, and not to pay for federal, state or local fines related to non-compliance with COVID-19 mitigation measures.
- If awarded, I will save all documentation supporting my application for a period of 5 years and have such documents available for review, if requested, by MESO, Clackamas County, or state or federal agencies.
- The information provided on this form is true and complete to the best of my knowledge.
- I understand I may be contacted by MESO staff to provide additional information or documentation which MESO, in its sole discretion, may require to complete my application and/or establish my eligibility.
- I understand that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to law enforcement referral for further investigation.

Exhibit B: SUBRECIPIENT BUDGET

Funding

The Small Business Assistance Recovery Payment program provides \$3,000,000 in total funding for SUBRECIPIENT to accomplish the following:

- **Business Assistance Payments:** Provide the maximum number of assistance payments possible to small businesses experiencing a negative economic impact from the COVID-19 Pandemic per presumptively eligible categories. *Grants must be distributed in the first 60 days of the performance period. (\$2,607,000)*
- **Technical Assistance & Contracting:** Provided for implementation of the SLFRF program, for provision of technical assistance to grant applicants who need help navigating the grant application process, and for any necessary subcontracting with other agencies to assist with outreach and marketing efforts. *Technical assistance should include providing written and verbal assistance in non-English languages. (Up to \$120,000)*
- **Indirect Cost Recovery:** Provide indirect cost recovery, compliant with American Rescue Plan Act Guidance (<https://home.treasury.gov/news/press-releases/jy0550>). The federal *de minimis* rate of 10% of [Modified Total Direct Costs](#) will be used on this award. (\$273,000)

Payment Schedule

- The entirety of the business assistance payments will be advanced to SUBRECIPIENT (\$2,607,000).
- Ten percent (10%) of the business assistance payment advance may be claimed as indirect cost recovery in the initial advancement (\$260,700).
- Technical assistance and contracting must be reimbursed as actual costs incurred and will not be advanced (\$120,000).
- The remaining indirect costs will be 10% of technical assistance and contracting billed as incurred.
- Any business assistance payments not paid out will be reimbursed to COUNTY by SUBRECIPIENT, including any associated indirect costs.

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 PAYMENT REQUEST

To receive the initial distribution, SUBRECIPIENT must invoice COUNTY and reference award 22-020.

EXHIBIT E: WEEKLY/FINAL PERFORMANCE REPORT

Weekly Reporting

SUBRECIPIENT will provide performance reporting on a weekly basis until all funds are distributed. Reports will be provided by close of business on the Wednesday of the week following the week being reported on.

SUBRECIPIENT will provide weekly performance reporting containing the following data:

Small Business Assistance Payment Performance Measures

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

- i. Number of applications received
- ii. Date of award (check issue date)
- iii. Number of awards made
 1. Awards as #, \$ and % of allocation by voluntary reported demographic information
 2. Award as #, \$, and % of allocation by region
 3. Award as #, \$, and % of allocation by company size
 4. Award as #, \$ and % of allocation to sole proprietors
- iv. For-profit small business data
 1. Name of owner
 2. Owner state-issued ID number
 3. Name of small business
 4. Social Security Number or EIN used in filing business taxes
 5. Oregon Business Identification Number (BIN)
 6. Address of company operations
 7. Industry/NAICS
 8. Amount of award
 9. Legal business structure
- v. Nonprofit data
 1. Name of nonprofit
 2. CEO or Executive Director (ED) name
 3. CEO or ED state-issued ID number
 4. State registration number
 5. EIN
 6. Address of company operations
 7. Amount of award

Technical Assistance Performance Measures

SUBRECIPIENT shall report information on technical assistance program activities in a second tab in the same workbook as the small business payment information containing the following data:

- i. Number of businesses served
- ii. Business data
 1. Name of company
 2. Employer Identification Number (EIN)

3. Oregon Business Identification Number (BIN)
 4. Business Owner(s) Social Security Number
 5. Address of company
 6. Industry/NAICS if applicable
 7. Legal business structure
- iii. Technical assistance provided
- iv. Did the service provided result in a submitted grant application? (Y/N)

Final Performance Report

1. Final spreadsheet containing all data gathered in the Weekly Performance Reporting
2. SUBRECIPIENT will provide a final performance report, no later than 15 days after the final grant payment is made, to include visual charts identifying the number of businesses receiving payouts broken down by:
 - Presumptive eligibility by Operations Located in QCT's vs. Tourism, Travel & Hospitality presumptive eligibility
 - Travel vs Tourism vs Hospitality recipients
 - For-profit: Race
 - For-profit: Gender
 - Nonprofits (both 501(c) types) vs. for-profit small businesses
 - Nonprofit QCT applicants vs. for-profit small business QCT applicants
 - Nonprofits by size:
 - <10
 - 10-20
 - 20-30
 - 30-40
 - 40-50
 - For-profit by size:
 - <10
 - 10-20
 - 20-30
 - 30-40
 - 40-50
 - For-profit by legal business structure
 - Recipients by city:
 - Lake Oswego
 - Oregon City
 - West Linn
 - Milwaukie
 - Wilsonville
 - Canby
 - Gladstone
 - Molalla
 - Sandy
 - Estacada
 - Happy Valley
 - All other

3. SUBRECIPIENT will also provide a final performance report summarizing outreach efforts, with particular emphasis on outreach to historically disadvantaged populations.

EXHIBIT F: FINAL FINANCIAL REPORT

Project Name: <i>Small Business Assistance – SLFRF/ARPA</i>	Agreement #: 22-020
Federal Award #: 1505-0271	Date of Submission: XX/XX/XX
Subrecipient: MESO	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

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

Total Federal Funds <u>authorized</u> on this agreement:	
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: _____