



August 9, 2022

To: Clackamas County Board of County Commissioners

From: Martine Coblenz, Equity and Inclusion Officer

**RE: Approval of an agreement with AntFarm for Basic Needs. Total value is \$2,000,000. Funding through American Rescue Plan Act (ARPA) Funds. County General Funds are not involved.**

<b>Purpose/Outcome</b>	Approve ARPA Subrecipient agreement award for Assistance to Households-Basic Needs
<b>Dollar Amount and Fiscal Impact</b>	\$2,000,000 from American Rescue Plan Act (ARPA), no County general funds involved.
<b>Funding Source</b>	American Rescue Plan Act (ARPA) Funds
<b>Duration</b>	17 months August, 2022 through December 31, 2023
<b>Previous Board Action/Review</b>	Previously approved ARPA allocation for \$2,000,000 in funding basic needs for households through Nonprofits at the July 13, 2021 Policy Meeting and further details of progress of the allocation brought to June 28, 2022 Issues & Updates Meeting.
<b>Strategic Plan Alignment</b>	This aligns with three of the strategic priorities: Build Public Trust Through Good Government Grow a Vibrant Economy Ensure safe, healthy and secure communities
<b>Counsel Review</b>	Date of Counsel review: August 1, 2022 by Andrew Naylor
<b>Procurement Review</b>	Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
<b>Contact Person</b>	Jennifer Hardnett, ARPA CBO liaison
<b>Contract No.</b>	N/A

**BACKGROUND:** We are focusing on one of the purposes for the American Rescue Plan Act (ARPA) dollars today, which is intended to address negative economic impacts. The goal for the \$2,000,000 allocation is to ensure we are meeting the basic needs of individuals and households disproportionately impacted by COVID-19 in Clackamas County. Given our current economy with the rising prices/inflation, community based organizations (CBOs) report that the needs for our vulnerable communities continue to be very high. The basic needs items include food, hygiene items, essential transportation costs (for travel to and from work), small cooling and heating units, baby essentials, and etc. The County released a request for proposal (RFP) in February 2022 requesting that an organization assist the County in the distribution of the Basic Needs dollars. Acknowledging a CBO that is connected with other CBOs in our county will have the widest reach to the most underserved populations. It is important



that our affected rural areas and individuals/households who typically lack access receive the support they need right now. The evaluation committee selected AntFarm to be the subrecipient. This organization has developed a process (to ensure ARPA eligibility) and will distribute dollars and items to CBOs to benefit households in the community. The dollars will be distributed as soon as possible to meet the immediate needs.

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

Respectfully submitted,

*Martine Coblenz*

Martine Coblenz  
Equity and Inclusion Officer  
County Administration

Attachments:  
23-003 AntFarm Subrecipient Agreement

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 23-003**

Project Name: **SLFRF/ARPA Basic Needs**

Project Number:

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

**Clackamas County Data**

Grant Accountant: **Joseph Rosevear**

Program Manager: **Jennifer Hardnett**

Clackamas County – Finance

Clackamas County – Administration

2051 Kaen Road

2051 Kaen Road

Oregon City, OR 97045

Oregon City, OR 97045

(503) 742-5429

(503) 894-0077

jrosevear@clackamas.us

jhardnett@clackamas.or.us

**Subrecipient Data**

Finance/Fiscal Representative: **Tony Stevens**

Program Representative: **Two Foxes Singing (Nunpa)**

AntFarm, Inc.

AntFarm, Inc.

39140 Proctor Blvd

39140 Proctor Blvd

Sandy, OR 97055

Sandy, OR 97055

(503) 668-7962

(971) 275-2893

tonys@antfarmyouthservices.com

nunpa@antfarmyouthservices.com

UEI: DB47MPECHBR4

**RECITALS**

1. SUBRECIPIENT's mission is to help build healthy communities, support young people and their families, and teach sustainability through education and practice. SUBRECIPIENT has been a partner with COUNTY on a variety of pandemic-related programs reaching the most vulnerable populations of Clackamas County with vital public assistance, whether through rent assistance, quarantining & wraparound services, outreach to culturally-specific groups, and homeless services.
2. COUNTY desires to ameliorate the negative effects of the Coronavirus pandemic among its residents through a Basic Needs program ("Program"). The goal of this funding is to provide basic goods and services to qualifying households to maintain a minimum standard of living for individuals in Clackamas County who have been impacted by COVID-19 and its after-effects.

3. Project description: SUBRECIPIENT will provide basic needs to households suffering from the pandemic or its after-effects through its own programming and through Memorandums of Understanding (“MOU’s”) established in partnership with community-based organizations (“CBO’s”) who also provide services to qualifying households.
4. This Grant Agreement of Federal financial assistance (“Agreement”) sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of Agreement the COUNTY and SUBRECIPIENT agree as follows:

### **AGREEMENT**

- 1) **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed. Eligible expenses for this Agreement may be charged during the period beginning **August 1st, 2022** and expiring **December 31, 2023**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in the attached Exhibit A: Subrecipient Scope of Work. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.
- 3) **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements set by the U.S. Department of the Treasury (“Treasury”; Federal award date: 5/11/21) that is the source of this federal grant funding, in addition to compliance with requirements of Section 603(c) of the Social Security Act, Treasury’s regulations implementing that section, and supplementary guidance issued by the Treasury on these funds. 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 (“SLFRF”; 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 COUNTY will pay is **\$2,000,000**. 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 forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
- a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
  - b. Mutual agreement by COUNTY and SUBRECIPIENT.
  - c. Written notice provided by COUNTY that Treasury has determined funds are no longer available for this purpose.
  - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

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

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

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

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting

principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
- d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR Part 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** SUBRECIPIENT chooses to use the federal *de minimis* rate of 10% of modified total direct costs (“MTDC”) for indirect cost recovery on this Agreement. The rate is only applicable to the programmatic costs in Exhibit B (i.e. all MTDC excluding “Basic Needs Expenditures.”) This rate is incorporated in Exhibit B: Subrecipient Budget.
- i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- j) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement and the initial advance payment should be submitted as specified in Exhibit D: Required Financial Reporting and Payment Request.

- k) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (month and final) during the term of this Agreement, or at each reimbursement request, whichever is sooner.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Payment Request on a biweekly basis.
- m) **Specific Conditions.** SUBRECIPIENT will provide general ledger backup with line item detail to support each claim for reimbursement.
- n) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*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 Contractor Status.** SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database using its Unique Entity Identifier (“UEI”), located at <http://www.sam.gov>.
- p) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR Part 180. These rules restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- q) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- r) **Drug-Free Workplace.** SUBRECIPIENT agrees to implement Governmentwide Requirements for Drug-Free Workplace found at 31 CFR Part 20.
- s) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from the SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- t) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY’S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- u) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.334-338.
- v) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY’S right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement..

## 11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation



Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.

- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the U.S. Treasury Department.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information ([2 CFR 200.1](#)) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303(e)) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
- Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - Procure a commercial sex act during the period of time the award is in effect; or
  - Used forced labor in the performance of the Agreement or subaward under this Agreement.

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

## 12. Federal and State Procurement Standards

- a) To the extent applicable, all procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or

submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

### 13. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.

- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

- 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.

- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- m) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- n) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

#### 14. Exhibits.

This document is comprised of the following exhibits:

- Exhibit A: SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Payment Request
- Exhibit E: Monthly/Final Performance Report
- Exhibit F: Final Financial Report
- Exhibit G: Additional Terms and Conditions

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

*(Signature Page Follows)*

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

AntFarm

Commissioner: Tootie Smith, Chair  
Commissioner: Sonya Fischer  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Mark Shull

By: \_\_\_\_\_  
Tootie Smith, Chair

By: Two Foxes Singing  
Two Foxes Singing, Executive Director

Dated: \_\_\_\_\_

Dated: 8/2/2022

39140 Proctor Blvd

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

Sandy, OR 97055

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

Approved to Form

By: \_\_\_\_\_  
County Counsel

Dated: \_\_\_\_\_

## Exhibit A: SUBRECIPIENT SCOPE OF WORK BASIC NEEDS (SLFRF)

### Program Objectives:

The goal of this funding is to provide basic goods and services to qualifying households to maintain a minimum standard of living for individuals in Clackamas County who have been impacted by COVID-19 and its after-effects. SUBRECIPIENT will provide basic needs through its own programming and through Memorandums of Understanding (MOU's) established in partnership with community-based organizations (CBO's) who also provide services to qualifying households.

### Qualifying households:

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

#### *Impacted Households*

- Households having or currently experiencing unemployment
- Households experiencing increased food or housing insecurity
- Households defined as moderate income relative to the size of the household<sup>1</sup>
- Households receiving benefits from any of the following federal programs:
  - Children's Health Insurance Program
  - Childcare Subsidies through the Child Care and Development Fund (CCDF) program
  - Medicaid

#### *Disproportionately Impacted Households*

- Have a home address in a [Clackamas County Qualified Census Tract](#)
- Households receiving services provided by Tribal governments
- Households defined as low income relative to the size of the household
- Households receiving benefits from any of the following federal programs
  - Temporary Assistance for Needy Families (TANF)
  - Supplemental Nutrition Assistance Program (SNAP)
  - Free and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs
  - Medicare Part D Low-income Subsidies
  - Supplemental Security Income (SSI)
  - Head Start and/or Early Head Start
  - Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)
  - Section 8 Vouchers
  - Low-Income Home Energy Assistance Program (LIHEAP)
  - Pell Grants

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<sup>1</sup> SUBRECIPIENT shall use the definitions of low and moderate income households provided in the [SLFRF Final Rule published in the Federal Register, pages 4345-4346](#).



SUBRECIPIENT must document all eligibility decisions and the basis on which eligibility determination was made, as defined above.

Equitable distribution:

SUBRECIPIENT will ensure equitable distribution to underserved communities (defined in the [Executive Order 13985](#)) such as people of color, members of religious minorities, LGBTQIA+, persons with disabilities, persons who live in rural areas, and persons adversely affected by persistent poverty or inequality, through its own outreach efforts and in partnership with CBO’s with culturally-specific missions and programming. SUBRECIPIENT shall attempt to meet basic needs through its own programming in the language of potential households served. SUBRECIPIENT shall also seek to establish CBO MOU’s with services offered in the language of the potential households served by the CBO. SUBRECIPIENT and CBOs alike must also be willing to purchase or make a purchase request for culturally-specific goods or services to qualifying households.

Basic Needs Items Definitions

The following “basic need” items may be purchased for use by qualifying households with funds from this Agreement:

Hygiene items	First-aid supplies	Small cooling and heating units
Food box items	Bedding	Clothing
Sanitation supplies	Small appliances necessary for preparing or storing meals	Baby essentials
Energy efficient supplies such as LED light bulbs	Public transportation fare (e.g. prepaid tickets)	\$50 gift cards

Additional eligible expenses under this Agreement:

Childcare fees	Public storage costs for essential items	Up to \$500 in car repairs for vehicles essential for transportation to and from work
Burial Costs		

*Restrictions on Items*

All gift cards must be purchased by SUBRECIPIENT, in bulk, from prohibitive retailers, i.e. retailers who restrict their gift cards to exclude alcohol and cigarette purchases. Walmart charitable cards and CVS Select gift cards are only some of the options for gift card purchases with the prohibitive feature. SUBRECIPIENT is responsible to treat gift cards as “cash equivalent” for security purposes and must maintain inventory of the cards and a log of issuance whenever inventory is depleted through provision to beneficiaries or issuance to CBO’s. The log should include card serial numbers or some other identifying feature unique to each card.

Car repair assistance: the amount due or up to \$500 per beneficiary may be paid directly to a car repair shop when an invoice is present if the vehicle is essential for transportation to and from work.

Beneficiaries may only receive ONE car repair assistance through any one CBO or through SUBRECIPIENT internal programming for the duration of this Agreement.

Establishing CBO partnerships:

SUBRECIPIENT will identify CBO's with programming compatible with this Exhibit A including the requirements of Equitable Distribution, above, and establish partnerships to provide basic needs to CBO-identified beneficiaries as follows:

- Solicit CBO's and evaluate organizational information, such as client demographics, linguistic and cultural supports, and other information necessary to evaluate the capacity of the CBO to participate in limited fashion as described in this Agreement. SUBRECIPIENT will evaluate the programming of the CBO, comparing it to the list of goods and services likely to be requested, to ensure CBO has the service capability to distribute specific purchased goods and to appropriately evaluate qualifying household needs.
- SUBRECIPIENT shall also provide ARPA programming information, including applicable elements of this Exhibit A, to participating CBO's.
- Enter into a written, formal MOU with as many successfully evaluated CBOs as SUBRECIPIENT finds sufficient to fulfill the objectives and requirements of this Agreement.
- After establishment of the MOU, the CBO will provide an initial list of basic goods most needed by the qualifying households it serves. Any requested and qualifying services needed should be referred by the CBO to SUBRECIPIENT for direct payment.
- SUBRECIPIENT will procure the goods and/or services requested by the CBO, shipping goods directly to the operations center or warehouse of the CBO, or paying invoices on behalf of CBO-screened qualifying households (e.g. daycare services), whichever may apply.
- For the purchase of goods, the CBO will be required to send the packing slip from each supplies order to SUBRECIPIENT, and SUBRECIPIENT will be responsible for reconciling CBO-received goods and SUBRECIPIENT payment made to vendors.
- SUBRECIPIENT shall retain all invoices related to payment of services on behalf of qualifying households. Invoices shall be sufficient in detail to identify the service offered, the dates covered by the service, and the household served. SUBRECIPIENT shall secure and protect any personally identifiable information collected and shall not submit personally identifiable information in any of the backup or reporting submitted to COUNTY.
- ***All financial and program compliance responsibilities will remain with SUBRECIPIENT at all times and may not be passed on to the CBO.***
- After exhausting an initial batch of goods, the CBO may make additional requests as long as:
  - SUBRECIPIENT has received all previous packing slips on CBO-received goods
  - The CBO has provided an inventory of remaining goods and services from previous requests
  - The CBO has provided a list of qualifying households served, stripped of all personally identifiable information, to include the supplies distributed to the qualifying household or services paid on behalf of the qualifying household by SUBRECIPIENT.
    - The list of households served should include the following demographic information: gender/gender identity, race, veteran status, disability status, and residence city, and zip code.

- SUBRECIPIENT shall use demographic information of households in its reporting to COUNTY; see Exhibit D: Reporting Requirements.
- COUNTY also encourages qualitative reporting, i.e. beneficiary narratives describing the need and assistance provided.
- Costs for goods and services must be incurred by the end of the period of performance, though distribution of goods or the benefits of the paid service may extend beyond that date.

#### SUBRECIPIENT internal programming

In its delivery of basic needs through internal programming, SUBRECIPIENT shall maintain records sufficient to determine eligibility under the definitions of “qualifying households,” above, as well as impacted or disproportionately impacted designations. SUBRECIPIENT shall also collect demographic information on gender/gender identity, race, veteran status, disability status, and residence city, and zip code for all internal programming beneficiaries and use this data, combined in the aggregate with CBO data, in SUBRECIPIENT reporting to COUNTY. COUNTY also requires qualitative reporting, i.e. beneficiary narratives describing the need and assistance provided through SUBRECIPIENT internal programming.

SUBRECIPIENT is responsible for maintaining receipts for all purchases, with sufficient detail to determine the nature of the item purchased, the vendor, the date purchased, and the amount due and paid, if those amounts differ.

#### Additional Requirements

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

SUBRECIPIENT is responsible for evaluating qualifying households, including those referred by CBO’s, to determine eligibility and the appropriateness of basic needs or basic-need service request. There may be occasions when groups of households may be considered qualified, e.g. purchasing food boxes for a low-income group activity or summer lunch program. Justification for purchases made under group-based qualification evaluations should be clear in the backup documentation; COUNTY’s Program Manager may also be consulted on group-based qualification purchases.

## Exhibit B: SUBRECIPIENT BUDGET

	<b>2022</b>	<b>2023</b>	
<b>ARPA Administration Budget</b>	<b>August - December (5 months)</b>	<b>January - December (12 months)</b>	<b>Total</b>
<b>Basic Needs</b>			
<b>Basic Needs Expenditures (Monthly goods for 17 months)</b>	<b>\$529,412</b>	<b>\$1,270,588</b>	<b>\$1,800,000</b>
<b>Basic Needs Expenditures Subtotal</b>	<b>\$529,412</b>	<b>\$1,270,588</b>	<b>\$1,800,000</b>
<b>Wages</b>			
Chief Financial Officer (.1FTE@\$40 hr)	\$3,467	\$8,320	\$11,787
Book Keeper (.1FTE@\$30 hr)	\$2,600	\$6,240	\$8,840
Nuevo Futuro Director (.5 FTE@\$30 hr)	\$13,000	\$31,200	\$44,200
Procurement Staff (1FTE @ \$25 hr)	\$21,667	\$52,000	\$73,667
<b>Wage Subtotal</b>	<b>\$40,733</b>	<b>\$97,760</b>	<b>\$138,493</b>
Fringe & Taxes	\$10,591	\$25,418	\$36,008
<b>Wage and Fringe Total</b>	<b>\$51,324</b>	<b>\$123,178</b>	<b>\$174,502</b>
Transportation: .62*300 month	\$930	\$2,232	\$3,162
Office Supplies: \$90 a month	\$440	\$1,056	\$1,496
Marketing: \$47.83 a month	\$239	\$574	\$813
Direct rent & utilities: (assigned staff @ % time @ rent / # staff)	\$650	\$1,380	\$2,030
<b>Operations Subtotal</b>	<b>\$2,259</b>	<b>\$5,242</b>	<b>\$7,501</b>
<b>Wage, Fringe, &amp; Operations Total</b>	<b>\$53,583</b>	<b>\$128,419</b>	<b>\$182,002</b>
Indirect Cost Recovery: 10% MTDC applied to wages and operations	\$5,293	\$12,704	\$17,997
<b>Basic Needs Expenditures Total</b>	<b>\$529,412</b>	<b>\$1,270,588</b>	<b>\$1,800,000</b>
<b>Operations Expense Total</b>	<b>\$58,876</b>	<b>\$141,123</b>	<b>\$200,000</b>
<b>Total Expenses</b>	<b>\$588,288</b>	<b>\$1,411,711</b>	<b>\$2,000,000</b>

EXHIBIT C  
CONGRESSIONAL LOBBYING CERTIFICATE

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

AntFarm, Inc	23-003 ARPA Basic Needs
Organization Name	Award Number or Project Name
Two Foxes Singing, Executive Director	
Name and Title of Authorized Representative	
<i>Two Foxes Singing</i>	08/02/2022
Signature	Date

## EXHIBIT D

### REQUIRED FINANCIAL REPORTING AND PAYMENT REQUEST

- A. Unless otherwise specified, SUBRECIPIENT shall submit monthly requests for reimbursement. More frequent requests for funds may occur for items funded in the “basic needs” line of the budget, if needed. COUNTY’s reporting to the US Treasury is contingent upon timely, accurate and complete data collection and reporting from SUBRECIPIENT. Invoices are due no later than 15 days following the month services were provided. **Items submitted after these due dates will not be reimbursable, unless special circumstances occur and delayed reimbursement is approved by COUNTY within the 15 day reimbursement deadline.**
- B. COUNTY will provide one time advance of no more than 20% of 2022 “basic needs” funds (\$105,882) to cover the estimated costs of 30 days of projected eligible participant expenses. SUBRECIPIENT may request additional “basic needs” funds when 80% of the advancement has been spent and verified via SUBRECIPIENT’s general ledger reporting. Any un-spent advancement of funds will be returned to COUNTY within 30 days of the agreement expiration. Administration and Program Delivery expenses are not eligible for advancement unless special approval is granted in writing by COUNTY. **SUBRECIPIENT must invoice COUNTY for the advancement, referencing the “20% of five-month Basic Needs advance” on the invoice.**
- C. **If SUBRECIPIENT fails to present invoices in proper form 15 days following the month expenses were incurred, including the final invoice, SUBRECIPIENT waives any rights to present such invoice thereafter and to receive payment therefor.** Payments shall be made to SUBRECIPIENT following COUNTY’s review and approval of invoices submitted by SUBRECIPIENT. SUBRECIPIENT shall not submit invoices for, and COUNTY will not pay, any amount in excess of the maximum compensation amount set forth above. Requests for payment shall also include the total amount billed to date by SUBRECIPIENT prior to the current invoice and a log showing advances less expenditures. **Invoice template to be provided to SUBRECIPIENT by COUNTY.**
- D. SUBRECIPIENT may begin accruing expenditures eligible for reimbursement under this Grant Agreement during the eligible period of expenditure. Reimbursement or advance payment shall not occur until COUNTY has a fully executed Grant Agreement.  
SUBRECIPIENT
- E. At the end of each quarter (follow reporting deadline schedule in Exhibit E, below), and in addition to its request for reimbursement, SUBRECIPIENT shall provide a quarterly financial report with like costs grouped under the following US Treasury SLFRF reporting categories and based on the approved eligible expenditures in Exhibit A:
- a. Household Assistance: Food Programs [EC 2.1]
  - b. Household Assistance: Cash Transfers [EC 2.3]
  - c. Healthy Childhood Environments: Child Care [EC 2.11]
  - d. Economic Impact Assistance: Other [EC 2.37]
- [Bus tickets and purchase cards are to be treated as cash equivalents and reported in item b.]

## EXHIBIT E

### Monthly and Final Performance Reports

**Reporting Deadlines:**

Performance reporting in this Exhibit E will be required on a quarterly and **annual** basis:

Quarter	Reporting Time Frame	Reporting Due Date
1	July 1, 2022- September 30, 2022	October 15, 2022
2	October 1, 2022-December 31, 2022	<b>January 15, 2023</b>
3	January 1, 2023-March 31, 2023	April 15, 2023
4	April 1, 2023-June 30, 2023	July 15, 2023
5	July 1, 2023- September 30, 2023	October 15, 2023
6	October 1, 2023- December 31, 2023	<b>January 15, 2024</b>

**Performance Reporting:**

<u>Economic Status of Household</u>	<u>Race</u>	<u>Ethnicity</u>	<u>Gender</u>	<u>Number in Household</u>	<u>Underserved Community types represented within Household</u>	<u>Amount Spent</u>

**Economic Status of Household types:**

- \* *Low- or-moderate income households or populations*
- \* *Households that experienced unemployment*
- \* *Households that experienced increased food or housing insecurity*
- \* *Households that qualify for certain federal programs (See Exhibit A)*
- \* *Households receiving services provided by Tribal governments*
- \* *Households and populations residing in Qualified Census Tracts (See Exhibit A)*
- \* *Other households or populations that experienced a disproportionate negative economic impact of the pandemic other than those listed above (specify)*

**Underserved community types:**

*\*Disabled \*Member of a Religious minority \*LGBTQIA+ \*Rural Area*

**How have the funds supported the communities, populations, or individuals? What is the actual output and approach? What are the outcome goals and are they being achieved?**

**Describe how you have prioritized economic and racial equity to produce meaningful equity results include initiatives created to achieve those targets. Explain any constraints or challenges that have impacted success in terms of increasing equity.**

**What specific engagement strategies have you used with community?**

<b>Project Name: Basic Needs – SLFRF/ARPA</b>	<b>Agreement #: 23-003</b>
<b>Federal Award #: 1505-0271</b>	<b>Date of Submission: XX/XX/XX</b>
<b>Subrecipient: AntFarm</b>	
<b>Has Subrecipient submitted all requests for reimbursement? Y/N</b>	
<b>Has Subrecipient met all programmatic closeout requirements? Y/N</b>	

## Exhibit F: Final Financial Report

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

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

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

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

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

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



## EXHIBIT G: Additional Terms and Conditions

- A. Discrimination Prohibition. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
  - Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
  - SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Contractors of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
- B. Reporting. SUBRECIPIENT agrees to comply with any reporting obligations established by US Treasury and passed through by COUNTY, as it relates to this Agreement.
- C. Maintenance of and Access to Records.
- a. SUBRECIPIENT shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Social Security Act (“the Act”), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. COUNTY, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of SUBRECIPIENT in order to conduct audits or other investigations.
  - c. Records shall be maintained by SUBRECIPIENT for a period of five (5) years after all funds have been expended or returned to COUNTY, whichever is later.
- D. Compliance with Applicable Law and Regulations.
- d. SUBRECIPIENT agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. SUBRECIPIENT also agrees to comply with all other applicable federal statutes, regulations, and

executive orders, and SUBRECIPIENT shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

- e. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- E. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), SUBRECIPIENT is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- F. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 Oct. 6, 2009), SUBRECIPIENT is encouraged to adopt and enforce policies that ban text messaging while driving.
- G. Compliance with Other Regulations. SUBRECIPIENT must comply with all guidance issued by the US Treasury and/or published in the Federal Register related to funding in this Agreement and any updates issued from time to time including, but not limited to:
  - [The SLFRF Final Rule \(Federal Register\)](#)
  - [The SLFRF Final Rule Overview \(U.S. Treasury\)](#)
  - [The SLFRF Compliance and Reporting Guidance \(U.S. Treasury; most recent version June 2022\)](#)
  - [The SLFRF Final Rule FAQ's as it pertains to this Agreement \(U.S. Treasury\)](#)