

[Subrecipient/Intergovernmental] Agreement
[Name of Subrecipient Organization]
 Subrecipient Agreement # [REDACTED]

This **[Choose one: Subrecipient or Intergovernmental]** Agreement (“Agreement”), effective **[Enter Date]** (“Effective Date”), is between the City of Portland, Oregon, hereafter referred to as “City,” and **[Name of the Subrecipient Organization]**, hereafter referred to as “Subrecipient.” City and Subrecipient may be referred to jointly in this Agreement, as the “Parties” or individually as a “Party.”

Recitals:

In Emergency Ordinance #190443 adopted by the City Council on June 9 2021, and in Emergency Ordinance #190525 adopted by the City Council on July 28 2021, the Portland City Council appropriated the first tranche of the City’s Rescue Plan Local Fiscal Recovery Funds award. Their programmatic investments prioritized household stability and support for our houseless residents; business and commercial district stabilization; and community health and safety. The Council made clear that these funds should prioritize immediate relief and stabilization for Portland communities, residents, and businesses; and that our processes, program design, and reporting should center equity, transparency, and accountability.

A) Background

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program.

The City of Portland is a recipient under the SLFRF program as an eligible entity as identified in sections 602(b) and 603(c) of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “SLFRF statute”). The Subrecipient under the SLFRF program is an entity that receives a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

The City of Portland enters into this Agreement with the Subrecipient of the federal funds as defined by 2 CFR 200.1 and as determined by the City pursuant to 2 CFR 200.331. The Subrecipient also accepts as a condition of the receipt of payment the additional U.S. Department of Treasury requirements found in the American Rescue Plan Act of 2021 (ARPA; P.L. 117-2, March 11, 2021).

Further details on the Federal program can be found at:

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

The following exhibits are attached and incorporated into this Agreement by reference.

- Exhibit A: Scope of Work
- Exhibit B: U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance
- Exhibit C: Program Eligibility
- Exhibit D: Federal Requirements and Certifications (including Appendixes A, B and C)

- Exhibit E: Subrecipient 2 CFR 200.332 requirements
- Exhibit F: Subrecipient Insurance
- Exhibit G: Request for Reimbursement (RFR)
- Exhibit H: U.S. Department of Treasury LFRF Frequently Asked Questions (FAQ) guidance
- Exhibit I: U.S. Department of Treasury Interim Final Rule
- Exhibit J: US Department of Treasury SLRFR Fact Sheet
- Exhibit K: City of Portland Rescue Plan Local Fiscal Recovery Funds Reporting Guidance

B) Effective Date and Duration

The effective date of this Agreement is [Month, Day, Year] (“Effective Date”), and shall remain in effect until, and including, [Month, Day, Year] (“Expiration Date”) unless terminated or extended as provided in this Agreement. Expenses incurred between [Month, Day, Year] and the Expiration Date are allowable expenses for grant funds reimbursement, so long as the expenses are incurred pursuant to the performance of the Scope of Work as described in Exhibit A and compliant with 2 CFR 200.

C) Scope of Work

Subrecipient shall provide all services and materials specified in Exhibit A (“Scope of Work”), which is incorporated into this Agreement by this reference as if set forth in full. Subrecipient shall provide all services and materials in a competent and professional manner in accordance with the Scope of Work.

D) Compensation

The total Agreement amount is [\$Fund Amount\$]. Subrecipient match is not required under this subaward.

E) Project Manager

Each party has designated a Project Manager to be the formal representative for this project. All reports, notices, and other communications required under or relating to this Subrecipient Agreement shall be directed to the appropriate individual identified below.

[Project Manager Contact Name and Information]	Subrecipient Contact Name and Information

F) Reimbursement

1. City will reimburse the Subrecipient its allowable costs incurred in carrying out the Scope of Work as identified in this Agreement not to exceed [\$Fund Amount\$]. All invoice payments are conditional upon presentation of properly documented reimbursement requests demonstrating that the amounts requested are for allowable costs incurred by Subrecipient, submitted by Subrecipient not more than monthly. Reimbursements will be made upon approval by the City of an RFR as specified in Exhibit G (“Request for Reimbursement” or “RFR”). RFRs shall be submitted on or before 30 days following [Choose one: each subsequent month or calendar quarter]. Final RFR shall be submitted no later than 60 days following the end of the grant. Reimbursements for expenses will be withheld

if required reporting obligations established by the Treasury Office of Inspector General are not submitted by the dates as listed in Exhibit A.

2. Qualified costs are direct and **indirect (if applicable)** costs in carrying out the Scope of Work, which are incurred by the Subrecipient during the Reimbursement Eligibility Period, and which are consistent with applicable federal laws and regulations, including, without limitation, the following:
 - a. 2 CFR 200 - Uniform Guidance
 - b. U.S. Department of Treasury FAQ guidance attached to this award document and at: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>
3. Reimbursement requests shall display one hundred percent (100%) of the total project costs incurred during the period of the reimbursement. All costs must be documented and supported in accordance with the [US Treasury FAQ guidance](#). Such back-up documentation shall include, but is not limited to: **[Enter any Specific Requirements related to the Program]**, properly executed payrolls and time records to support administrative costs, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. If City requests documentation, including without limitation copies of receipts for expenditures, timesheets, or system-generated accounting reports documenting the actual expense, City must receive the documentation before it will make a payment. In addition, City may require a more detailed budget breakdown, and the Subrecipient shall provide the supplementary budget information in a timely manner in the form and content prescribed by City. Any amendments to the budget must be approved in writing by the City.

G) Recovery of Grant Funds

Subrecipient shall return to City, within (fifteen) 15 days after the City's written request, any funds disbursed to Subrecipient under this Agreement that, in the City's sole judgment after consultation with Subrecipient and consistent with 2 CFR 200.521, are spent in violation of the provisions of this Contract or that remain unspent upon termination or expiration of this Agreement.

H) Universal Identifier and Contract Status

Subrecipient shall apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, Subrecipient shall maintain an active registration in the Central Contractor Registration database, located at www.sam.gov.

I) Procurement

Subrecipients may enter into procurement contracts or subawards with next tier entities as permitted in their award agreement with the City. When acting in this capacity, the entity is considered to be a pass-through entity (PTE) as defined in Federal Uniform Guidance (2 CFR 200). Subrecipient next tier award actions must comply with 2 CFR 200 in general, as well as specifically 2 CFR 200.331 Subrecipient and Contractor Determinations.

1. Subrecipients

Subrecipients entering into a subaward using any Federal funds shall comply with all applicable Federal and state laws and their own subrecipient policy. It should be specifically noted that subrecipients shall comply with all applicable PTE requirements for subrecipient management and monitoring as described in 2 CFR 200.332.

2. Contractors

Subrecipients entering into a contract using any Federal funds shall comply with all applicable procurement procedures and regulations, including applicable federal and state laws and their own procurement policy. It should be specifically noted that subrecipients shall comply with all applicable procurement related standards found at 2 CFR Part 200.318 - 200.327.

J) Records Maintenance – Access

1. Subrecipient shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles (“GAAP”) and 2 CFR 200. In addition, Subrecipient shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Subrecipient's performance.
2. Subrecipient acknowledges and agrees that City, the Federal Awarding Agency, the Comptroller General of the United States or their duly authorized representatives shall have access to such fiscal records and other books, documents, timesheets, papers, plans and writings of Subrecipient that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts.
3. Subrecipient shall retain and keep accessible all such fiscal records, books, documents, timesheets, papers, plans, and writings for a minimum of five (5) years, or such longer period as may be required by applicable 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.

K) Audits

If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year the Subrecipient shall have a single organization-wide audit conducted in accordance with provisions of 2 CFR 200 Subpart F.

L) Lobbying

Subrecipient certifies that none of the funds provided under this Agreement will be used to pay any person to influence or attempt to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress in connection with any Federal action concerning the award or renewal.

M) Mandatory Disclosures

Subrecipient must immediately notify the City in writing of all violations of local, state and federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the funds under this Agreement as provided in 2 CFR 200.113.

N) Termination

1. Termination by Failure to Receive Funding. City may terminate this Agreement if it fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow the City, in the exercise of its reasonable administrative discretion, to continue to make payments for the performance of this Agreement; or, federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
2. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if Subrecipient uses grant funds outside of the scope of this Agreement, or if Subrecipient fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from City. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, Subrecipient shall commence cure within the thirty (30) days, notify City of Subrecipient's steps for cure and estimated timetable for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from City for a reasonable extension of the cure period.
3. No Payment or Further Services Authorized During Cure Period. During the cure period, City is under no obligation to continue providing additional grant funds, notwithstanding any payment schedule indicated in this Agreement. Subrecipient shall not perform services or take actions that would require City to pay additional grant funds to Subrecipient. Subrecipient shall not spend unused grant funds and such unused funds shall be deemed held in trust for City. Subrecipient shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
4. Termination for Cause. Termination for cause based on Subrecipient's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the thirty (30) day period unless a written extension of cure period is granted by City. Subrecipient shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by Subrecipient under this Agreement shall, at the option of City, become the property of City; and Subrecipient may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
5. Penalty for Termination for Cause. If this Agreement is terminated for cause, Subrecipient shall repay all grant funds tendered under this Agreement, and City, in its sole discretion, may decline to approve or award future grant funding requests to Subrecipient.
6. Termination by Agreement or for Convenience of City. City and Subrecipient may terminate this Agreement at any time by mutual written agreement. Alternatively, City may, upon thirty (30) days written notice, terminate this Agreement for any reason deemed appropriate at its sole discretion. If the Agreement is terminated as provided in this paragraph, Subrecipient shall return any unspent grant funds after the effective date of termination. Unless the Parties agree otherwise, Subrecipient shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any

unused grant funds. City shall not be liable for indirect or consequential damages. Termination by City shall not waive any claim or remedies it may have against Subrecipient.

O) Hold Harmless

1. The Subrecipient shall hold harmless, defend, and indemnify City, and its officers, agents and employees against all claims, demands, actions and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of Subrecipient and its contractors in the performance of this Agreement.
2. The obligations of Oregon public bodies, as defined by ORS 30.260(4), under this section are limited subject to the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

P) Independent Contractor Status

1. Subrecipient shall be an independent Contractor for all purposes and shall be entitled only to the compensation provided in this Agreement. Under no circumstances shall Subrecipient be considered an employee of the City.
2. Subrecipient shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work.
3. Subrecipient is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement.

Q) Choice of Law

The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the State of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

R) No Waiver of Claims

The failure to enforce any provision of this Agreement shall not constitute a waiver by City of that or any other provision.

S) Modification

Notwithstanding any and all prior agreements or practices, this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing, signed by both parties.

T) Severability

If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest

extent permitted by law.

U) Third Party Beneficiaries

There are not third-party beneficiaries to this Agreement and may only be enforced by the Parties.

SUBRECIPIENT, BY EXECUTION OF THIS CONTRACT, ACKNOWLEDGES THAT SUBRECIPIENT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[Agency/Organization]

City of Portland

By:

By:

Printed:

Printed:

Title:

Title:

Date:

Date:

[Legal counsel approval if required]

City of Portland

By:

By:

Title:

City Attorney:

Date:

Date:

Exhibit A: Scope of Work

Exhibit B: Treasury Reporting Requirements

See U.S. Department of Treasury LFRF Compliance and Reporting Guidance, Part 2, Reporting Requirements.

- <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>
- [LFRF-Compliance-and-Reporting-Guidance.pdf](#)

Subrecipient agrees to submit no less frequently than quarterly Treasury Reporting Requirements to Project Manager.

In order to ensure that City is able to fulfill its quarterly reporting requirements and its ongoing monitoring and oversight responsibilities, Subrecipient should anticipate providing all the required information required as found in the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance on pages 16 – 23.

This US Treasury guidance is further defined and described in a Reporting Guide provided to Project Managers on September 30, 2021; and specific required data and information is listed in Exhibit K. The City will provide additional guidance about data standards, reporting deadlines and how to submit required information in later guidance, including if and as US Treasury guidance is updated. The City will provide ongoing support to Subrecipient to ensure mutual understanding of expectations.

Exhibit C: Program Eligibility

See U.S. Department of Treasury LFRF Compliance and Reporting Guidance, Part 1, General Guidance, C. Treasury's Rulemaking.

- <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>
- <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

Exhibit D: Federal Requirements and Certifications

Compliance with Applicable Law and Regulations.

- a. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25 and pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
 - vii. New Restrictions on Lobbying, 31 CFR Part 21.
 - viii. Generally applicable federal environment laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance.
 - ii. The Fair Housing Act, Title VIII-IX 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, 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 handicap under any program or activity receiving or benefitting from federal assistance.
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
 - v. 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.

Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress.
 - ii. An Inspector General.
 - iii. The Government Accountability Office.
 - iv. A Treasury employee responsible for contract or grant oversight or management.
 - v. An authorized official of the Department of Justice or other law enforcement agency.
 - vi. A court or grand jury.
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Subrecipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

False Statements. Subrecipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Exhibit D: Federal Requirements and Certifications
Appendix A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -
LOWER TIER COVERED TRANSACTION

This certification is required by the regulations implementing Executive Order 12549 and 12689, 2 CFR part 180.

By signing and submitting this Agreement, the Subrecipient **[Subrecipient Organization Name]**, certifies as follows:

The certification in this clause is a material representation of fact relied upon by City of Portland. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to City of Portland, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature:

Name:

Title:

Organization:

Date:

Exhibit D: Federal Requirements and Certifications
Appendix B

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned Subrecipient certifies, to the best of their knowledge and belief, that:

(1) 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 an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 Fed. Reg. 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.*)]

(3) 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 31, U.S.C. § 1352 (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 \$10,000.00 and not more than \$100,000.00 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 \$10,000.00 and not more than \$100,000.00 for each such expenditure or failure.

The Subrecipient, **[Subrecipient Organization Name]**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Subrecipient's Authorized Official

Name (Printed)

Title

Date

Exhibit D: Federal Requirements and Certifications

Appendix C

OMB Approved NO. 1505-0271 Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

As a condition of receipt of federal financial assistance from the Department of the Treasury, the subrecipient named below (hereinafter referred to as the “Subrecipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient’s program(s) and activity(ies), so long as any portion of the Subrecipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin(42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part22 and other pertinent executive orders such as Executive Order13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient’s programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place

standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Subrecipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Subrecipient is in compliance with the aforementioned nondiscrimination requirements.

Signature of Subrecipient's Authorized Official

Name (Printed)

Title

Date

Exhibit E – Information Required by 2 CFR 200.332

1. Federal Award Identification: SLFRP0178
 - (i) Subrecipient name (which must match registered name in DUNS):
 - (ii) Subrecipient's DUNS number:
 - (iii) Federal Award Identification Number (FAIN): SLFRP0178
 - (iv) Federal award date: March 3, 2021
 - (v) Subaward period of performance: **[Effective Date]** through **[Expiration Date]**
 - (vi) Amount of federal funds obligated by this agreement:
 - (vii) Total amount of federal funds obligated to the subrecipient by the pass-through entity including this agreement:
 - (viii) Total amount of federal funds obligated to Subrecipient by the pass-through entity including the current financial obligation (total or cumulative amount of obligated funds (from this particular federal agency) to Subrecipient under the initial subaward plus any subsequent funded agreements):
 - (ix) Total amount of the federal award committed to Subrecipient by the pass-through entity:
 - (x) Federal award project description: The American Recovery Plan Act (SLFRF) program provides local governments support in responding to the economic and public health impacts of COVID-19 and their efforts to contain impacts on their communities, residents, and businesses.
 - (a) Name of Federal Awarding Agency: US Department of Treasury
 - (b) Name of Pass-through Entity: City of Portland, Oregon
 - (c) Awarding Official Contact Information:
[Name, Title, Bureau, Contact Information for person who is authorized to sign this agreement]
 - (xi) CFDA Number and Program Name: CFDA # 21.027 State and Local Fiscal Recovery Funds (LFRF)
 - (xii) Is award Research & Development (R&D): No
 - (xiii) Indirect cost rate for the federal award:
 - (xiv) Match required: No
2. Subrecipient's indirect cost rate:

Exhibit F – Subrecipient Insurance

Subrecipient shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. Workers' Compensation Insurance. Subrecipient, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, Subrecipient, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
2. Commercial General Liability Insurance: Subrecipient shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$ 1,000,000, and aggregate limit of not less than \$2,000,000.
3. Automobile Liability Insurance: Subrecipient shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned autos. This coverage may be combined with the commercial general liability insurance policy.
4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City and its bureaus, officers, agents and employees as Additional Insureds, with respect to the Subrecipient's or its contractor's activities to be performed or services to be provided. Subrecipient shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to City. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
5. Continuous Coverage; Notice of Cancellation: Subrecipient shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from Subrecipient to the City. If the insurance is canceled or terminated prior to termination of the Agreement, Subrecipient shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

6. Proof of Insurance: Subrecipient shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable additional insured endorsements, to City at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to City. Subrecipient shall pay for all deductibles and premium from its non-grant funds. City reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if Subrecipient is a public body, Subrecipient may furnish a declaration that Subrecipient is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.272 and 30.273.

Exhibit G: RFR

REQUEST FOR REIMBURSEMENT (RFR)

Subrecipient				Grant Number:	
Address:				Project Title	
				Period Covering	
Contact Person:					
Phone Number:					
E-mail:					

Budget Category	Budget (including Match)	Expenses Paid This Period (including Match)	Cumulative Expenses to Date (including Match)	Balance
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Less Match	\$ -	\$ -	\$ -	\$ -
Grant Funds Requested	\$ -	\$ -	\$ -	\$ -

CERTIFICATION

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

Prepared by:				
Authorized Signer:				
Date:				

Bureau Review.

Project Manager Name:				
Signature:			Date:	

Pursuant to City of Portland Fiscal Year End, Subrecipient's Request for Reimbursement for services through June 30 of each year of the grant period shall be submitted to City of Portland no later than July 15.

Payment shall be made by City of Portland on a net (thirty) 30-day basis upon approval of Subrecipient's RFR.

Subrecipient's RFR shall be sent electronically to:

[Bureau Name]

[Project Manager Name]

[Address or Email Address]

Exhibit H: U.S. Department of Treasury LFRF Frequently Asked Questions (FAQ) guidance

<https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf>

Exhibit I: U.S. Department of Treasury Interim Final Rule

<https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>

Exhibit J: U.S. Department of Treasury Fact Sheet

<https://home.treasury.gov/system/files/136/SLFRP-Fact-Sheet-FINAL1-508A.pdf>

Exhibit K: City of Portland Rescue Plan Local Fiscal Recovery Funds Reporting Guidance

To uphold the City's core values of anti-racism and equity, the City of Portland must understand where and to whom relief is provided. Geographic and demographic data disaggregation is also required by US Treasury for most City of Portland Local Fiscal Recovery projects. To meet this federal requirement, and align with local values, the City of Portland is requiring consistent spatial and demographic disaggregation for each project. This approach will allow us to provide community members as well as policy- and decision-makers a complete, transparent picture of the project impacts.

The following sets of lists identify all data requirements depending on the type of recipients, partners, or services provided by the relief. There are both quarterly and annual reporting. Subrecipient's staff will work with their City Project Manager to confirm which lists are applicable to the project design.

Quarterly Reporting Requirements

Subrecipient will provide quarterly reports for the following applicable items by January 15, 2022; April 15, 2022; July 15, 2022; October 15, 2022; January 15, 2023; April 15, 2023; July 15, 2023, October 15, 2023; January 15, 2024; April 15, 2024; July 15, 2024; October 15, 2024 and January 15, 2025.

Reporting requirements status standards are determined in partnership between the Subrecipient and Data and Equity Strategies Team and will be inserted here.