



Contract Review Sheet

BO-5211-22

Grant Agreement #: BO-5211-22 Amendment #: _____

Contact: Camber Schlag Department: Board of Commissioners

Phone #: (503) 566-3944 Date Sent: Tuesday, January 17, 2023

Title: ARPA Replacing Lost Revenue & Expanding Youth Opportunities

Contractor's Name: Isaacs Room

Term - Date From: March 1, 2021 Expires: December 31, 2026

Original Contract Amount: \$ 250,000.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 250,000.00 Amd% 0%

☐ Incoming Funds ☒ Federal Funds ☐ Reinstatement ☒ Retroactive ☐ Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# _____

Description of Services or Grant Award

Isaac's Room meets the U.S. Treasury definition of a Beneficiary, a private non-profit organization, and submitted an application on August 17, 2022, to the county for \$250,000 in ARPA/SLFRF relief funds to help mitigate revenue loss incurred due to the COVID-19 pandemic.

Desired BOC Session Date: 2/1/2023 BOC Planning Date: 1/19/2023

Files submitted in CMS: 1/11/2023 Printed packet & copies due in Finance: 1/17/2023

BOC Session Presenter(s) Debbie Gregg, Camber Schlag, and Mark Bulgin

FOR FINANCE USE

Date Finance Received: 1/17/2023 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____ Grant Review _____ Contract Specialist _____

Legal Counsel _____ Date _____ Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: February 1, 2023

Department: Board of Commissioners Agenda Planning Date: January 19, 2023 Time required: 10

☐ Audio/Visual aids

Contact: Camber Schlag Phone: x. 3944

Department Head Signature:

TITLE	Consider approval of the American Rescue Plan Act (ARPA) Beneficiary Agreement with Isaac's Room.
Issue, Description & Background	In June 2021, Marion County received the federal ARPA allocation of \$67M. Through a grant application process, the Board of Commissioners approved various eligible projects and awarded funds to nonprofit applicants.
Financial Impacts:	All projects are funded through the ARPA Coronavirus State Local Recovery Fund.
Impacts to Department & External Agencies	Nonprofit organizations are receiving funding to support critical programs and to mitigate the negative economic impacts sustained during the COVID-19 pandemic.
Options for Consideration:	1. Approve Beneficiary Agreement 2. Decline approval of Beneficiary Agreement 3. Take no action at this time
Recommendation:	Approve Beneficiary Agreement with Isaac's Room
List of attachments:	Beneficiary Agreement and Exhibits for Isaac's Room
Presenter:	Debbie Gregg, Camber Schlag, and Mark Bulgin, Isaac's Room Executive Director.

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: CSchlag@co.marion.or.us

**MARION COUNTY
BENEFICIARY AGREEMENT
BO-5211-22**

*American Rescue Plan Act of 2021 –
Coronavirus State and Local Fiscal Recovery
Funds*

This Agreement is entered into by and between **Marion County**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and **Isaac's Room**, a non-profit corporation, hereinafter referred to as "Beneficiary".

Recitals

- A.** WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, together which make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program with the Assistance Listing Number (ALN) 21.027. The SLFRF program is to provide support to State, territorial, local and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and
- B.** WHEREAS, nonprofits may be impacted by the pandemic and receive ARPA/SLFRF assistance as a Beneficiary, per U.S. Treasury 31 CFR Part 35; and
- C.** WHEREAS, the total ARPA/SLFRF funds allocated to the County, as published by the U.S. Treasury, is \$67,559,569, may award funds to organizations that meet ARPA/SLFRF eligibility requirements; and
- D.** WHEREAS, Isaac's Room meets the U.S. Treasury definition of a Beneficiary, a private non-profit organization, and submitted an application on August 17, 2022 to the county for \$250,000 in ARPA/SLFRF relief funds to help mitigate revenue loss incurred due to the COVID-19 pandemic; and
- E.** WHEREAS, on January 10, 2023, the Marion County Board of Commissioners approved the application from Beneficiary; and
- F.** WHEREAS, Beneficiary is willing to execute this Agreement obligating itself to comply with the terms and conditions hereof and to fulfill such obligations in a manner complementary to and in furtherance of its obligations arising from the Agreement it executed with County for receipt of the funds described herein.

Agreement

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. Incorporation

The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals are not to be deemed to modify the express provisions hereinafter set forth. This Agreement includes the following exhibits which are incorporated herein:

- A.** Exhibit A (The Application)
- B.** Exhibit B (Required Federal Terms and Conditions)

- C. Exhibit C (Federal Funding Information for Subrecipients) – *Not applicable*
- D. Exhibit D (Federal Funding Accountability and Transparency Act Certification)
- E. Exhibit E (ARPA/SLFRF Capital Expenditure Justification Form) – *Not applicable*
- F. Exhibit F (ARPA/SLFRF Reporting Requirements Form)
- G. Exhibit G (Marion County Disbursement Request)

2. Term of Agreement.

Unless terminated or extended, this Agreement covers the expenditure period of March 3, 2021 to December 31, 2022.

3. Scope of Work.

Beneficiary shall provide documentation to support the reimbursement of revenue loss incurred due to the COVID-19 pandemic as described in Exhibit A, hereby attached, and incorporated.

Beneficiary shall complete Exhibit D Federal Funding Accountability and Transparency Act Certification and Exhibit F, ARPA/SLFRF Reporting Requirements, by the due dates thereof.

4. Award Funding.

A. County has agreed to make a conditional award of funds to Beneficiary in the not-to-exceed amount of \$250,000 (the “Grant”). Grant disbursements shall be a reimbursement of funds to Beneficiary eligible under category Negative Economic Impact, EC 2.34 Assistance to Nonprofit Organizations.

B. Grant distributions will be made by County to Beneficiary upon execution of this Agreement and receipt of Exhibit G Marion County Disbursement Request, that includes supporting documentation and attestation by Beneficiary’s authorized signer. Exhibit G shall be sent to ARPArecovery@co.marion.or.us or to Marion County Finance, PO Box 14500, Salem, OR 97309.

5. Misexpenditures and Excess Payments.

A. It is the responsibility of Beneficiary to provide adequate documentation to ensure funds are in compliance with this agreement.

B. Upon County’s identification of a misexpenditure or excess payment, County shall notify Beneficiary thereof. Upon Beneficiary’s identification of a misexpenditure or excess payment, Beneficiary shall notify County thereof.

C. Within 30 days of Beneficiary identifying a misexpenditure or excess payment, Beneficiary shall make full payment to County. Within 30 days of receiving notice from County of a misexpenditure or excess payment, Beneficiary shall make full payment to County.

6. Withholding of Grant Funds.

A. County may withhold any and all Grant funds from Beneficiary if County, in its sole discretion, determines that Beneficiary has failed to timely satisfy any material obligation arising under this Agreement.

B. Nothing in this section limits the County’s ability or authority to pursue any or all legal or equitable remedies for Beneficiary’s breach of this Agreement.

7. Termination.

Immediately upon written notice by County to Beneficiary, or at such later date as County may establish in such notice, if Beneficiary is in default.

8. Governing Law; Venue; Consent to Jurisdiction.

This Agreement shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Venue shall be in the Marion County Circuit Court. Both parties consent to the jurisdiction of the Marion County Circuit Court in all disputes arising out of this Agreement.

9. Compliance with Applicable Law.

Beneficiary shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement.

10. No Third-Party Beneficiaries.

County and Beneficiary are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

11. Notices.

Any notice of termination or other communication having a material effect on this Agreement shall be served by email or U.S. Mail on the signatories listed.

County Contact Person:	Camber Schlag, Marion County Finance, Contracts & Procurement Mgr.
Contact Telephone Number:	503-589-3290
E-Mail Address:	cschlag@co.marion.or.us
Mailing Address:	555 Court St NE, Suite 4247, PO Box 14500, Salem, OR 97309

12. Insurance and Workers Compensation.

The Beneficiary shall maintain at all times commercial general liability insurance, property damage insurance, and professional if applicable, covering its activities and operations under this Agreement. Beneficiary agrees to provide County with a copy of required insurance upon request.

13. Beneficiary Status.

Beneficiary is not an officer, employee or agent of the County, with respect to work performed under this Agreement. This Agreement shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. Beneficiary is not subject to terms and conditions related to Subrecipient.

14. Indemnity.

Beneficiary shall agree to defend, indemnify, and hold harmless County, its officers, agents, and employees from damages arising out of this Agreement's acts of the Beneficiary, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

15. Time is of the Essence.

Time is of the essence in the performance of all terms under this Agreement.

16. Merger Clause.

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary County approvals have

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

17. Certifications And Signature of Beneficiary's Authorized Representative.

The undersigned certifies under penalty of perjury both individually and on behalf of Beneficiary that by signature on this Agreement for Beneficiary, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Beneficiary and that Beneficiary is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

BENEFICIARY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT BENEFICIARY HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

ISAAC'S ROOM

Authorized Signature: _____
Date

Title: _____

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

EXHIBIT A
THE APPLICATION

[The Application on Next Page]



2022 MARION COUNTY ARPA FUNDS APPLICATION ROUND 2

Organization Name: Isaac's Room

Project Title: Replacing Lost Revenue, Expanding Youth Opportunities

ARPA Funding Category: Replacement of Revenue

I. Organization Information

Legal Name of the Organization: * Isaac's Room

Doing Business As (DBA) Name (if applicable): _____

Employer Identification Number (EIN): * 13-1837418

DUNS or UEI Number: ** 837428833

**Organization must be able to obtain a UEI Number by the time the Contract is executed

Organization Street Address: * 299 Cottage St. NE

City: Salem State: OR Zip Code: 97301

Organization Mailing Address: _____
(if different from street address)

City: _____ State: _____ Zip Code: _____

Organization Website: * isaacsroom.org
(Please enter "N/A" if none)

Applicant Name: * Mark Bulgin

Applicant Title: * Executive Director

Applicant Mailing Address: _____
(if different from organization mailing address)

City: _____ State: _____ Zip Code: _____

Applicant Phone: * (503) 581-6154 Applicant E-mail: * mark@ikebox.com

Project Contact: Kelly Carlisle (503)-983-1590 kelly@ikebox.com
(If different from applicant)

Project Contact Phone: (503) 983-1590 Project Contact E-mail: kelly@ikebox.com
* Response required for application to be considered complete

Attachment 1. Attestation Form

APPLICANT NAME: Mark Bulgin
ORGANIZATION NAME: Isaac's Room
PROJECT NAME: Replacing Lost Revenue, Expanding Youth Opportunities
ADDRESS: 299 Cottage St. NE Salem, OR 97301
TELEPHONE NUMBER: 503-581-6154 EMAIL: mark@ikebox.com WEB SITE: isaacsroom.org
TAXPAYER ID NUMBER: 13-1837418 DATE/STATE OF INCORPORATION: 3/11/99 Oregon
BUSINESS DESIGNATION: ☐ Corporation ☐ Sole Proprietor ☐ Partnership
☐ S Corporation ☒ Non-Profit ☐ Government
☐ Other: _____
CERTIFICATION/LICENSE NUMBER: 679732-80

The undersigned further acknowledges, attests and certifies individually and on behalf of the Applicant that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Applicant acknowledges receipt of all Addenda issued under the Application.
4. The Applicant certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Applicant, acting through its authorized representative, has read and understands all Application instructions, specifications, and terms and conditions contained within the Application and all Addenda, if any;
6. The Applicant agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the Application, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the Application, and Applicant has made no assumptions based upon either (a) verbal or written statements not contained in the Application, or (b) any previously-issued Application, if any.
8. The Applicant agrees that if awarded the Agreement, Applicant shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Application Form is a duly authorized representative of the Applicant, has been authorized by Applicant to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Applicant.
10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Applicant that all contents of this Application Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the Application may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

MATTERS - The Applicant certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Applicant is unable to certify to any of the statements in this certification, Applicant shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Applicant from award of an agreement under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS APPLICATION SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF APPLICANT'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: _____

Print Name: _____

Title: _____

Contact Person (Type or Print): _____

Telephone Number: _____

Email: _____

The Applicant will notify the County representative on the cover page of this Application within 30 days of any change in the information provided on this form.

SECTION II. PROJECT INFORMATION

- 1. Describe the organization that will manage the project and include the following:**
 - a. Total estimated or completed project budget**
 - b. Estimated start date and completion dates; or date project was completed**
 - c. List the project team. Include the name, title, employer, and a high-level overview of their role in the project.**

Description of the Organization

Isaac's Room is a non-profit youth development organization serving divested youth located in Salem, Oregon. A core value of Isaac's Room is "family extended," with our mission being to "help divested youth build capacity to rise to the challenges of life." We offer strength-based programs that we call "IKE Quest" for youth divested by foster care, disrupted education, or juvenile court, to build skills and confidence for self-sufficiency in work and life, through apprenticeship in social enterprise coffee shops. We provide meaningful challenge and skill building opportunities, along with supports in housing, financial literacy, and health and wellness.

When we say "family extended" it is both a metaphor and reality for all Isaac's Room board members, employees, mentors, participants, and even customers at our two coffee shop locations, IKE Box and Isaac's. It represents a choice made by everyone involved – a choice to include the excluded, to see the good in everyone, and most of all, to extend acceptance, love, belonging, and active concern for individual and collective well-being, just as if we were family.

Isaac's Room serves divested youth of the Salem area. "Divested" refers to being (or feeling) powerless to face the challenges of life with any confidence or effectiveness. Whether victims of unfortunate circumstances, or suffering consequences of their own destructive choices, these are kids on a trajectory to hit adulthood unemployable and prone to fail, at an enormous cost to society. They also have faces, stories, and dreams. They are children in adult bodies who look tough but feel fearful about their future. Isaac's Room is determined to inspire and equip these kids to create a future worthy of their dreams.

Isaac's Room founders Tiffany and Mark Bulgin lost their son Isaac to a heart problem when he was two months old, while they were providing foster care to teenagers in their home. That experience led them to create Isaac's Room, with the credo that all kids are "our kids," and we will do whatever it takes to not only keep them safe, but to invite them to a life worthy of their dreams; to help them develop into not just responsible adults, but also happy, heroic leaders making creative and noble contributions; to love and invest in them just like we would for Isaac. Mark and Tiffany have decades of experience in leading youth development programs, are former foster parents, and have successfully launched two social-enterprise coffee shops.

At the center of our youth development work is IKE Quest: a strength-based program for economically disadvantaged and/or culturally marginalized transition-age youth (ages 16-21) in a cohort model. Participants experience physical exercise, life-skills training, family-style

dinner, internships, service-learning, paid apprenticeships, training, and mentorship. The goal of IKE Quest is to transform divested youth into invested adults, building better lives and stronger communities.

IKE Quest objectives:

- Divested youth become invested, educated, and self-sufficient contributors in society.
- Workforce development: divested youth become assets in their community through employment excellence.
- Leadership development: divested youth become leaders through an education supported and enhanced by a strong service-learning component.

IKE Quest participants advance through five program stages over the course of a year: Training Camp, Internship, and three levels of paid Apprenticeship. Throughout the program year, youth are supported by a personal "Quest Coach" and weekly group gatherings. Program staff work together with the youth to develop activities that are engaging and informative, such as cooking, car maintenance, personal organization, and outdoor recreation.

Isaac's Room also offers CARECorps, a three-week intensive summer program for high school-aged youth. It offers authentic problem-based learning experiences that focus on team efficacy, community service, and creating sustainable solutions that help youth see the impact of their work in a local context. At the end of the session, they share their accomplishments and reflections with stakeholders and members of the general public.

IKE 360 Homes offer these same divested youth as they enter adulthood (ages 18-25) stable housing with full-circle support, including training in financial literacy, shopping and meal prep, and household cleaning and maintenance.

Social Enterprise: The 'family businesses' of Isaac's Room are two social enterprise coffee shops in downtown Salem, IKE Box Coffee Shop and Isaac's Café and Bakery. These coffee shops serve our mission and programs by providing:

- a) apprenticeship and employment opportunities for youth in the IKE Quest program;
- b) valuable connections for our youth to the greater community through their interactions with customers, co-workers, vendors, and neighbors;
- c) consistently strong revenue generated by the youth themselves, which provides a sustainable revenue stream to Isaac's Room.

In pre-pandemic times, coffee shops generated over 60% of Isaac's Room's revenue. We are just now returning to these levels of revenue at Isaac's. Recovery is slower--but steadily improving--at IKE Box. We have the benefit of knowing our Social Enterprise model works, and is especially needed among our youth as they are still reeling from the devastating impacts. Unfortunately, we are still recovering from our own losses due to COVID, most noticeably in our lost coffee shop revenue.

We conservatively estimate that our two coffee shops had a combined loss of more than \$460,000 in 2020-22 due to the pandemic. Isaac's Room is applying for this ARPA grant through

Marion County for a one-time revenue replacement of \$250,000. We intend to use these funds to increase our support for our youth as they become part of the local workforce. This grant will be focused on two main priorities: a) further development of our youth apprenticeship program and b) expansion of Isaac's Downtown.

Total Estimated Budget-\$250,000

Program Activity	Amount from Grant	Start/End Dates
Youth Apprenticeship Program Scale-up	\$37,500	9/1/22-5/1/24
Expansion of Isaac's Downtown	\$200,000	9/12/22-1/12/23
Administrative Costs	\$12,500	9/1/22-6/30/24
Total	\$250,000	

Youth Apprenticeship Program Development (\$37,500)

Having seen the power of the Social Enterprise model in our own coffee shops, we plan to replicate and scale up this model in our local community. We will develop partnerships with other businesses who will hire our youth as their own employees while we provide ongoing liaison and mentoring services to the employer and youth.

- Growth for businesses and their profitability;
- Recruitment and development of the workforce;
- Minimize liability costs through appropriate trainings of young employees;
- Retain employees beyond the apprenticeship.

We intend to use approximately \$37,500 of the requested ARPA grant funds for dedicated staff time in further revision and development of our apprenticeship program resources.

Expansion of Isaac's Downtown (\$200,000)

Isaac's has quickly become a very popular downtown location for people to meet and linger over a cup of coffee, so much so that more space is desperately needed to accommodate the demand. The property next door to Isaac's has become available to us, and we plan to expand into that space. This will allow us to engage more of our youth as employees, and the ongoing profits from this space will support and sustain our youth programs such as IKE Quest. It will double the current square footage at Isaac's and add approximately 40 seats as well as more kitchen and storage space. We expect this to add ten staff positions, including four to six youth apprenticeships. We intend to use approximately \$200,000 of the requested ARPA grant funds for the expansion project. The estimated overall cost of the Isaac's expansion project is \$400,000.

Administrative Costs (\$12,500)

The remaining \$12,500 (5% of the total requested) will go toward administrative costs, including staff time for managing and reporting grant funds and activities.

Estimated Start Date and Completion Dates

All activities and expenditures related to the requested grant funds will be completed no later than June 30, 2024.

- Apprenticeship Program resource work will be ongoing from September 1, 2022 through May 1, 2024.
- Anticipated start date of the Isaac's expansion project at 211 Commercial is September 12, 2022, and completion is anticipated January 12, 2023.

1c. Our Team

- Mark Bulgin, Executive Director
The Executive Director will supervise and serve as the primary contact for revising the Youth Apprenticeship Program resources. He will be in charge of external communications and donor relations relative to all activities of the grant.
- Tiffany Bulgin, Director of Community Relations
The Director of Community Relations will be primary contact for the expansion project for Isaac's Downtown. She will also work with the Executive Director on communications and donor relations.
- Kelly Carlisle, Director of Operations
The Director of Operations will be in charge of communications within the organization, and will ensure timely completion of grant activities, tracking, and reporting the uses of funds. He will assume the responsibilities of the Executive Coordinator until the position is filled.
- TBA, Executive Coordinator
The Executive Coordinator will be responsible for working with Director of Operations and Bookkeeper to manage communications and submit our final report upon completion of the project. This position is currently vacant; these responsibilities will be temporarily assigned to the Director of Operations.
- Sharon Jones, Bookkeeper
The Bookkeeper will provide the team with financial records as needed for the purposes of managing, monitoring, and reporting expenditures related to grant funds and activities.

2. Describe the project need and the impact the project will or did have on the local community and Marion County. Identify each project element and include a timeline and key team member(s) who will or did work on the project.

The Need for Youth Programming in Our Community

Replacing the lost revenue could not be more timely, especially in light of the current needs of the youth we seek to serve this community. Life has not returned to "normal" for them. Better

stated, youth are now having to adapt to a "new normal" that is unlike the realities their predecessors have had to face. COVID's impact can be felt in almost every part of daily life, and youth are not re-engaging as easily as some might have imagined they would. This is especially true for youth with multiple at-risk factors in their lives, who are still very reluctant to re-engage. Many of the youth in our target population--typically with fewer resources and reliable adults in their lives--are not thriving in this current social context. This has only increased our determination to reach and invite them into Isaac's Room where they can experience our "family extended."

The vast majority of students we serve at Isaac's Room are struggling to stay engaged with their education: foster kids, adjudicated youth, at-risk of dropping out, not attending school regularly, and youth in alternative education programs. Youth are usually referred to IKE Quest by school counselors, Oregon Youth Authority, Department of Human Services, Roberts Alternative High Schools, youth serving organizations, and past participants.

Because we serve 30 to 40 students per year, the demographics of each cohort can change significantly. At any point in time, BIPOC individuals or Caucasians may be the majority, but over time the IKE Quest participants have displayed diversity that is reflective of our overall community. The vast majority are low-income, and they have at least one risk factor that impedes educational or career success.

One distinctive of the population we serve is that while many of them have not experienced homelessness, all of them are continually on the brink. We see that these young people are on a "razor's edge," where a few good moves can get them on considerably more solid ground; however, it also wouldn't take much error from where they are to land on the street, in prison, or similar devastating circumstances.

Isaac's Room developed IKE Quest to specifically address the root causes of many adult pitfalls. Because divested youth do not have traditional capacity-building opportunities like sports or music, and often basic education has been disrupted, they arrive on the threshold of adulthood without the soft skills of employability, the social skills to advocate for themselves, or the resilience to overcome these obstacles. These young adults are then heavily prone to joblessness, homelessness, addiction, and incarceration, at enormous cost to society, let alone the tragic waste of human potential.

The innovative integration of social enterprise into the IKE Quest training and apprenticeship means that several best practices of Positive Youth Development are staples of the program, such as: physical and psychological safety; appropriate structure; supportive relationships; opportunities to belong; positive social norms; support for efficacy and mattering; opportunities for skill building; and integration of family, school, and community efforts (Community Programs to Promote Youth Development, National Research Council, 2002).

Recent conversations with local employers have helped us see the need for development of the apprenticeship-level work experiences for youth who are rising through our programs. In doing

this work, we intend to forge partnerships with local employers who will hire our youth after they have successfully completed the Training Camp and Internship phases of our IKE Quest program. We will provide ongoing support for these youth through the assignment of an adult mentor/liaison, who will meet regularly with employers and come alongside our youth while they are advancing through the three stages of apprenticeship:

- I. Learning the Mechanics of the job
- II. Developing Mastery on the job
- III. Becoming a Mentor to others on the job

Isaac's Room intends to include the distinctives of our youth program throughout these apprenticeship levels, so that the experiences are deeper and richer than work-based learning experiences. We are committed to helping our youth elevate their capacity to enjoy their lives, to make strong contributions in their community, and to help improve the lives of others in the process.

Executive Director Mark Bulgin will oversee this work, which will commence in Fall 2022. This project will involve approximately 18 months.

The Need for Our Social Enterprise Model

Our social enterprise model has not only helped us employ our program youth as interns and apprentices, it has also provided an effective and fairly stable means of supporting part of the personnel and operational costs of our youth development programs. Prior to the opening of Isaac's, the IKE Box was generating 61% of our revenue.* A consistently strong and stable source of profit from the IKE Box helped us to determine that we should operate a second coffee shop. It was reasonable to assume that adding another retail location would expand the opportunities to employ our youth and support our programs. Accordingly, Isaac's opened for business in a prime corner spot in downtown Salem in January 2019. With two coffee shops, their combined revenue comprised 70% of our revenue before the arrival of COVID in 2020.*

The expansion of Isaac's Downtown will not only increase our capacity for customers. It will benefit the community with the creation of ten new jobs, including four youth apprenticeships, which is in turn likely to further strengthen the base of revenue that supports our youth programming. Tiffany Bulgin will be in close contact with the contractor and keep our leadership apprised of the ongoing progress. We anticipate this work will take approximately six months, from 12/1/22 to 5/1/23.

Administrative Responsibilities

Director of Operations Kelly Carlisle, the Executive Coordinator (TBA), and Bookkeeper Sharon Jones will work together to ensure that grant activities are appropriately monitored and reported as required. Anticipated time frame for this is 9/1/22 to 6/30/24.

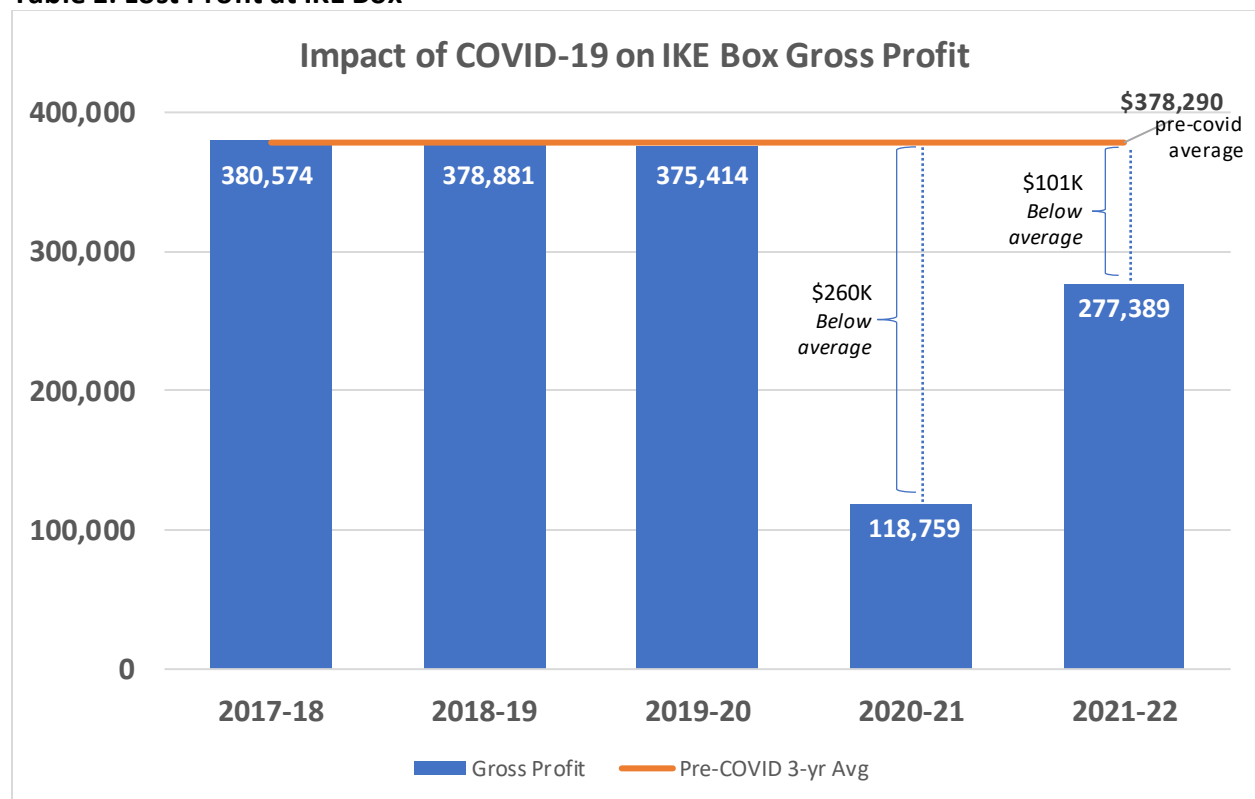
** Based upon our normal operating income and expenses. Separate from our concurrent fundraising campaign to "Save the IKE Box" by purchasing the building at 299 Cottage St. and preserving it from the previous owner's proposed demolition.*

3.
 - a. Describe how the project meets the ARPA eligible categories and the specific category requirements according to U.S. Treasury Guidelines and the Final Rule, see [State and Local Fiscal Recovery Funds \(marion.or.us\)](https://www.co.marion.or.us/BOC/CD/Pages/fiscalrecoveryfunds.aspx).
<https://www.co.marion.or.us/BOC/CD/Pages/fiscalrecoveryfunds.aspx>
 - b. Describe how the project meets the ARPA period of performance.

Lost Coffee Shop Revenue Due to COVID

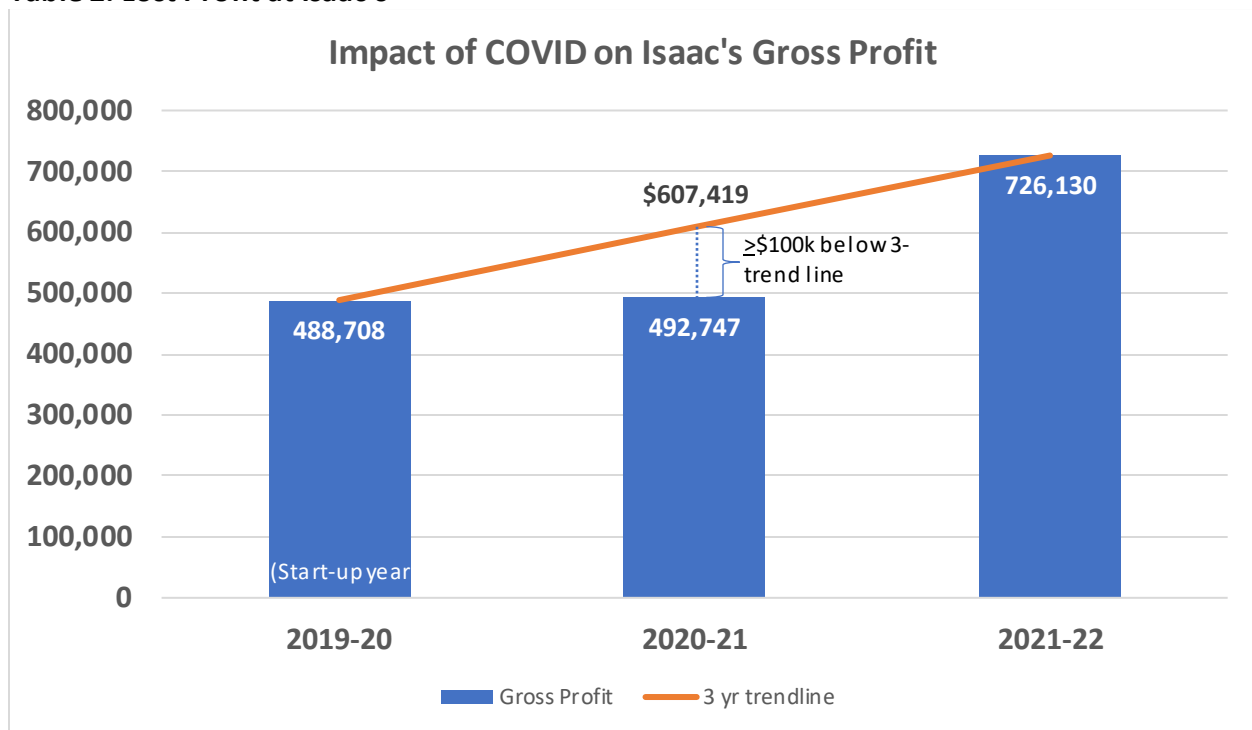
The arrival of COVID-19 created severe losses for our coffee shop revenues. Our coffee shops were fully or partially closed. Consequently, profits fell sharply. To illustrate the financial impact of COVID, the data below reflect year-by-year comparisons based on March 3 of each year, just before the date of the emergency closures beginning in 2020.

Table 1: Lost Profit at IKE Box



The IKE Box coffee shop's performance over multiple years before the pandemic us a clear picture of the impact of COVID. Revenues there were steadily averaging \$378,290 in the three years prior to the pandemic. Then, in 2020, they fell sharply to \$118,759 as we suffered multiple full and partial closures, and the subsequent disruptions of customer habits. 2021 was better at \$277,389, but still over \$100K off from the pre-COVID average. Compared to the three years' average before COVID, lost income at this coffee shop alone exceeds \$360,000.

Table 2: Lost Profit at Isaac's



Isaac's opened in 2019, so there is less historical data to draw from as compared to IKE Box. Profits at Isaac's would certainly have been higher had COVID not happened. The front counter remained open but the seating area was closed for much of 2020-21. A simple trendline over the three years Isaac's has been open illustrates that revenue at Isaac's fell short by at least \$100,000 in 2020-21 alone.

For the two coffee shops, then, our best conservative calculation of lost revenue due to COVID is at least \$460,000 due to COVID.

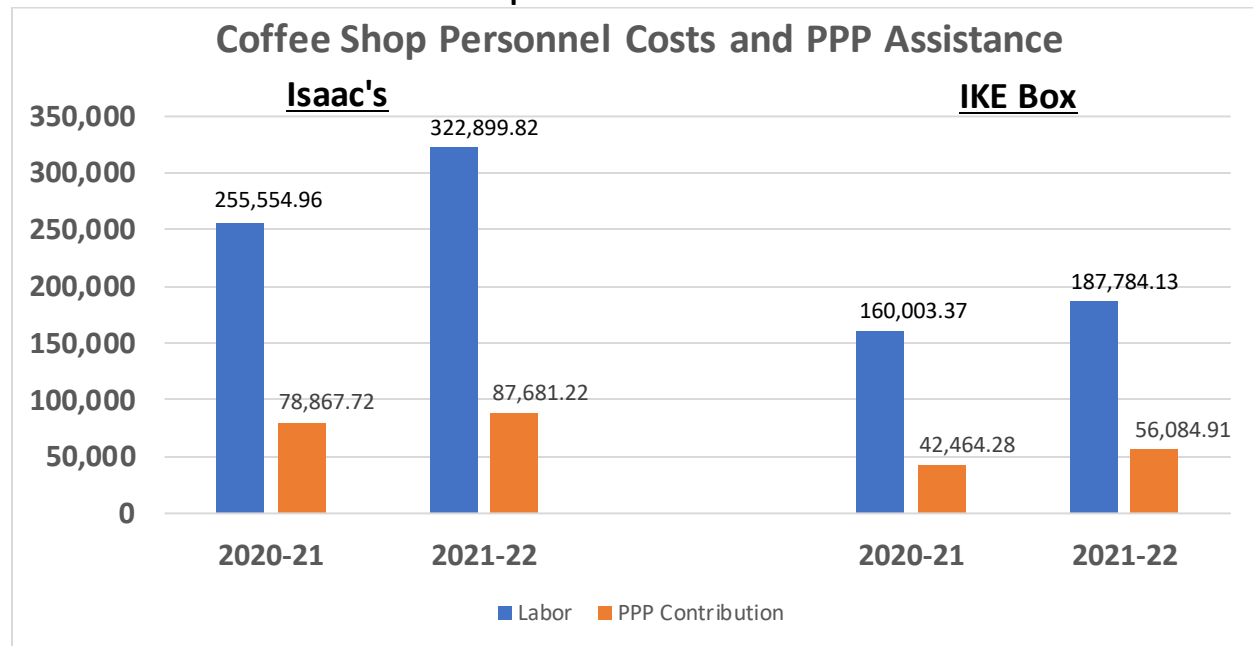
Other Impacts of COVID

IKE Quest programming was basically shuttered from March 2020 to July 2021, which forced us to stop enrolling new youth into the program. We continued working as well as we could with the youth already engaged with us. We kept them on our payroll through the pandemic, despite the temporary closure of IKE Box and the inability to meet with them in person for several months. We kept them--and all our employees--off of unemployment throughout the pandemic while doing our best to keep them engaged. Still, these youth missed several key opportunities and activities that had been part of the normal IKE Quest experiences.

COVID, Personnel, and PPP

One of our main priorities during the pandemic was to help keep our employees off unemployment and paid at their normal levels, even while our programs sat idle, and coffee shops were fully or partially closed and unable to generate their usual amount of revenue. Thankfully, we received PPP assistance to address a portion of the personnel expenses and losses we incurred.

Table 3: PPP Assistance at Coffee Shops



The detail above illustrates the assistance we received specifically for coffee shop personnel costs from the PPP. Overall contributions to Isaac's Room, including program and administrative staff not working in coffee shops, were \$171,467 in 2020 and \$240,000 in 2021.

ERTC

Another source of significant help to us is the Employee Retention Tax Credit. We were eligible for this credit because of our ability to retain our employees. We are currently receiving quarterly payments and estimate we will receive a total of \$131,928.

Other COVID-Related Financial Relief

These are the other grants that assisted us during COVID, totaling \$19,389.92:

- April 2020: \$300 Grant from United Way of Mid-Willamette Valley.
- April 2020: \$10,000 from the SBA Economic Injury Disaster Loan Emergency Advance. This was forgiven in full.
- Jan 2021 \$1,689.92 from the City of Salem to buy heaters. This was related to the cost of dining outside due to COVID-19.
- Like the City of Salem Grant, in Feb 2021 we received two grants from Public Partnerships LLC noted Marion Co EH COVID-19 Each was \$3,700.

Meeting the ARPA Period of Performance

All proposed activities and expenditures related to this grant request fall within the Period of Performance.

4. Describe the organization's experience as a subrecipient or beneficiary of federal funding. Describe the capacity to successfully manage and submit reporting requirements for the proposed project as a subrecipient of federal awards.

Isaac's Room has never been a subrecipient or beneficiary of federal funding before. We do have recent experience with the State of Oregon, in terms of specific requirements related to management and submitting of reports. We do not anticipate having difficulty meeting these requirements with the ARPA grant.

5. Identify and describe partnerships or contracted services the organization has secured to assist with the project?

Development of Youth Apprenticeships will involve partnerships with local employers, some of whom have verbalized support for this model, but not have been formalized at this point.

We have entered into a contractor agreement with Montgomery Construction Group for the Isaac's Downtown expansion project, and have tentatively identified a timeline that begins December 1, 2022.

6. Describe how the operations will be funded after the project is complete, if applicable. If application is for reimbursement of funds already spend, explain how project will be maintained and/or funded in future years.

As part of the Social Enterprise Model, youth apprenticeships will be at least partially self-sustaining. Once the program development work is completed, we will arrange with partnering employers to hire the youth as their own employees, and help defray part of the costs for our Mentor/Liaison employees. If costs exceed these contributions, we will continue to pursue grants and/or donations to cover them.

Profit from coffee shop sales at Isaac's will cover ongoing operational expenses there, including labor costs for the additional youth we employ.

7. Identify and describe other Federal, State, or local government funding the organization has applied for, including ARPA funds from governments for this proposed project. Include the source(s) and amount(s) applied for, and any awards received.

No other government funding has been applied for related to these activities.

8. Identify and describe other non-governmental funding sources (e.g. fees, donations, grants) the organization has applied for specific to this proposed project. Include the source(s) and amount(s) applied for, and any awards received.

We have not received any other funds for the Apprenticeship Program development.

We have received pledges and donations from private donors totaling \$163,000 for the Isaac's expansion project. We do not have permission to identify the donors by name.

We have submitted the following requests for the Isaac's Downtown expansion project and are awaiting notification:

- Marie Lamfrom Foundation-\$50,000
- Burlingham Trust-\$50,000
- Autzen Foundation-\$10,000

9. If the total ARPA funding request is not granted, how will the organization be able to complete the project, if applicable

If we do not receive the total amount of ARPA grant funding for this request, we will shift our focus from the activities we have proposed, and devote more staff time toward seeking other grant opportunities and donations.

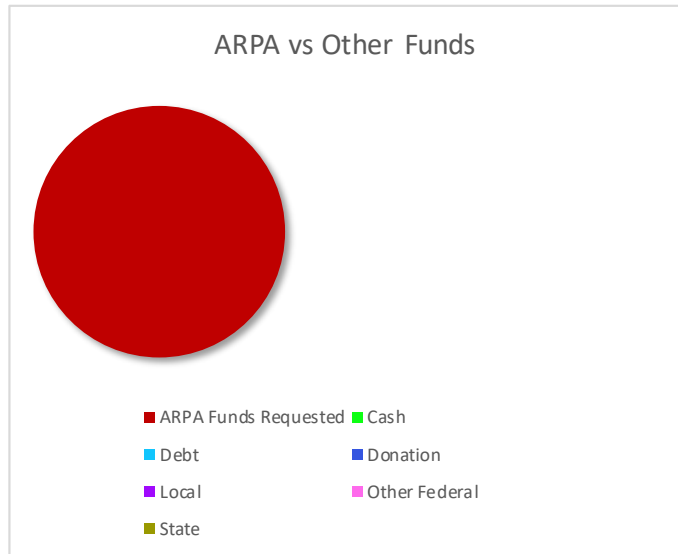
10. When was your last financial statement or single audit performed and what was the result (i.e clean audit opinion, recommendations, or findings)? Please be prepared to provide this information if requested.

We have not had an audit of our financial statements. Our most recent internal financial statement was published recently for 06/30/2022. Our most recently filed 990 was for 2020.

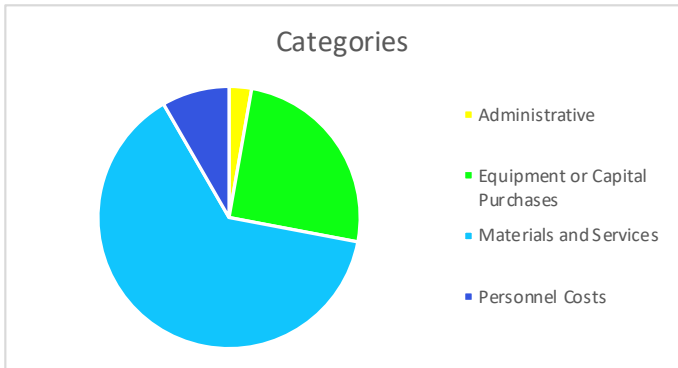
11. Provide any additional information related to the project.

Project Budget Summary

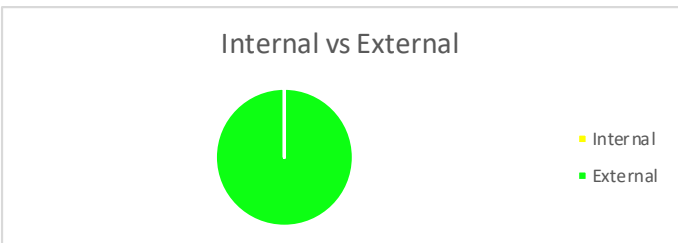
Total Project Budget	\$ 450,000
ARPA Funds Requested	\$ 250,000
Other Funds	\$ 200,000
Cash	\$ -
Debt	\$ -
Donation	\$ -
Local	\$ -
Other Federal	\$ -
State	\$ -



Total Project Budget	\$ 450,000
Categories	
Administrative	\$ 12,500
Equipment or Capital Purchases	\$ 113,413
Materials and Services	\$ 286,587
Personnel Costs	\$ 37,500



Total Project Budget	\$ 450,000
Internal	\$ -
External	\$ 400,000



Attachment 2
Project Budget Worksheet

Organization Name:	Isaac's Room
Project Title:	Recovering Lost Coffee Shop Revenue Due to COVID-19

Please provide a line item detailed budget for the various project costs.

[illegible]

EXHIBIT B
APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS

- Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in

surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions 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 Order 12549.
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- See §200.322 Domestic preference for procurements.
- Audit Requirements of 2 CFR §200.5XX (Subpart F)
 - Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - If Subrecipient expends federal awards in excess of \$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to the County within 30 days of completion.
 - Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended

under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.

- System for Award Management. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the County) the unique entity identifier required for SAM registration.
- Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- See § 200.323 Procurement of recovered materials.
- Recordkeeping Requirements. Beneficiary must maintain records and financial documents for five years after all funds have been expended or returned to the County. The County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- Beneficiary must agree to provide or make available such records to the County upon request, and to the Government Accountability Office ("GAO"), U.S. Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.
- Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.
- In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the

collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

- Real Property, Equipment and Other Capital Expenditures. County shall, and shall cause its Subrecipient to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the federal funding.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Federal Funding Accountability and Transparency Act (FFATA) Certification*

Organization Name:	Isaac's Room	CMS Number:	BO-5211-22
--------------------	--------------	-------------	------------

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

- ☐ Yes (Skip questions "A" and "B" and finish the certification)
- ☒ No (Proceed to questions "A" and "B")

A. Certification Regarding % and Amount of Annual Gross Revenue from Federal Awards

Did you organization (1) receive 80% or more of its annual gross revenue AND (2) \$25 million or more from federal awards and contracts during the preceding fiscal year?

- ☐ Yes If "Yes," proceed to question "B".
- ☒ No If "No," skip question "B" and finish the certification.

B. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

- ☐ Yes If "Yes", where can this information be accessed?
- ☐ No If "No", you must provide the names and total compensation of the top five highly compensated executives below. (For example: *John Blum: \$500,000; Mary Redd: \$50,000; etc.*)

1	_____	\$	_____
2	_____	\$	_____
3	_____	\$	_____
4	_____	\$	_____
5	_____	\$	_____

As the duly authorized representative (Signor) for the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Mark Bulgin

Print Name of Authorized Representative

Executive Director

Print Title of Authorized Representative

Mark Bulgin

Signature of Authorized Representative

1/16/23

Date

Federal Funding Accountability and Transparency Act (FFATA) Certification*

Background on FFATA Requirements

Under the requirements of the Federal Funding Accountability and Transparency Act (Pub. L. No. 109-282), as amended by Section 6202 of Public Law 110-252, that are codified in 2 CFR Part 170, direct recipients of federal grants or cooperative agreements are required to report first-tier subawards and subcontracts of \$30,000 or more to the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS).

Organizations that are requested to complete the FFATA Certification have been identified by Marion County as either a first tier subaward or subcontract and therefore, FFATA requirements are applicable.

Definition of Compensation

Total compensation means the cash and noncash dollar value earned by the executive during the Organizations preceding fiscal year and includes the following: (1) Salary and bonus; (2) Awards of stock, stock options, and stock appreciation rights; (3) Earnings for services under non-equity incentive plans; (4) Change in pension value; (5) Above-market earnings on deferred compensation which is not tax-qualified; and (6) Other compensation, as further defined in FAR 52.204-10(a) and 17 CFR 229.402(c)(2).

**Organizations that receive first tier subawards or subcontracts >\$30,000 are required to comply with FFATA requirements per 2 CFR Part 170 and FAR 52.204-10.*

EXHIBIT F
ARPA/SLFRF REPORTING REQUIREMENTS - BENEFICIARY

A.1 Project and Expenditure Report

Beneficiary shall complete the one-time Project and Expenditure Report as outlined in the Project and Expenditure Report User Guide dated April 1, 2022, according to the awarded eligibility category. The Board and Designee shall provide the Project and Expenditure Report template to the Beneficiary upon execution of the Agreement. The Beneficiary will provide the Board and Designee a completed Project and Expenditure Report template in accordance with the due dates below.

Project and Expenditure Reports are due according to the following table:

Report	Year	Quarter	Period Covered	Due Date
1	2023	1	Project Commencement – December 31	Within 30 days of Agreement Execution

A.2 Recovery Plan Performance Report

Beneficiary shall complete the Recovery Plan Performance Report. The Board and Designee shall provide the Recovery Plan Performance Report template to the Beneficiary upon execution of the Agreement.

Recovery Plan Performance Reports are due according to the following table:

Report	Period Covered	Due Date
1	Award Date – June 30, 2023	Within 30 days of Agreement Execution

A.3 Federal Funding Accountability and Transparency Act Certification – *Not Applicable*

Subrecipient shall require its contractor(s) and subcontractor(s), to complete and include Exhibit D. Federal Funding Accountability and Transparency Act Certification as part of the contract.

A.4 ARPA/SLFRF Capital Expenditure Justification Form – *Not Applicable*

Subrecipient shall require its contractor(s) and subcontractor(s) to complete and include Exhibit E. ARPA/SLFRF Capital Expenditure Justification Form as part of the contract.

Exhibit G - Marion County Disbursement Request



Recipient:

Project Number:

Project Name:

Date:

Funding Program:

Final Draw? ☐ Yes ☐ No

Assistance Listing (CFDA#):

Reporting Period:

to

(A)	Marion County Funds				Other / Matching Funds				All Funds
	(B)	(C)	(D)	(E) = [B-C-D]	(F)	(G)	(H)	(I) = [F-G-H]	(J) = [C+D+G+H]
Category	Approved Budget (Whole Dollars)	Prior Disbursements	Current Request (Linked to Detail)	Balance	Approved Budget (Whole Dollars)	Prior Expenditures	Current Expenditure	Balance	Disbursed & Expended
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials and Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment or Capital Purchases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Certification: I certify that the data is correct and that the amount requested is not in excess of current needs, nor has been already reimbursed by federal, state, or other resources.

Authorized Signature and Title

Date

Authorized Signature and Title (if necessary)

Date

Project Contact for Payment Notification

Phone Number

Email Address

For Marion County Use Only: I have reviewed this request and approve payment to the above mentioned recipient in the amount(s) listed below.

Dollar Amount	Costing	PO #
\$ -		CMS #
<div> <div>Authorized Signature and Title</div> <div>Date</div> </div>		
<div> <div>Authorized Signature and Title</div> <div>Date</div> </div>		
<div> <div>Authorized Signature and Title</div> <div>Date</div> </div>		

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 us 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).

Additional Information Required:

Supporting documentation (e.g. invoice(s), GL reports, timekeeping records, etc.) must be recorded on Detail worksheet.

Upon completion, print Disbursement Request and Detail to PDF, sign electronically, and attach copies of supporting documentation.

Submit to ARPArecovery@co.marion.or.us for review and processing of disbursement.

Questions about this form can also be directed to ARPArecovery@co.marion.or.us.

Marion County Disbursement Request Detail

Recipient:	0	Date:	1/0/1900
Project Name:	0	Project Number:	0
Funding Program:	0		

Date	Description	Personnel Services	Materials & Services	Equip or Capital Purchases	Administrative	Total
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
insert extra lines if needed						-
Total Disbursement Request		-	-	-	-	-