



Elizabeth Comfort
Finance Director

Department of Finance

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

June 26, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Amendment with Berry, Dunn, McNeil & Parker for grant sub-recipient monitoring and sub-recipient agreement support services. Amendment Value is \$120,000 for 1 year. Total Contract Value is \$545,000 for 2 years. Funding is through American Rescue Plan Act funds and departmental cost allocations, which does include a small portion of County General Funds.

Previous Board Action/Review	Original contract signed by the Chair on January 25, 2024 and subsequent amendments.		
Performance Clackamas	This item Builds Trust through Good Government by helping ensure grant sub-recipient funding agreements are sound and in compliance with Federal rules.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Elizabeth Comfort	Contact Phone	503-936-5345

EXECUTIVE SUMMARY: As a recipient of Federal financial assistance, the County must comply with all aspects of the Uniform Grant Guidance (2 CFR 200) promulgated by the Office of Management and Budget (OMB). These regulations contain detailed requirements for pass through grants, known as subrecipient agreements, as well as detailed requirements on monitoring subrecipient activity.

This contract amendment extends the existing contract for sub-recipient monitoring and support services with Berry, Dunn, McNeil & Parker, LLC through June 30, 2026, amends the scope of work and increases the total contract value to \$545,000.

RECOMMENDATION: Staff recommend the Board approve the contract amendment with Berry, Dunn, McNeil & Parker, LLC for ARPA related sub-recipient monitoring and agreement support services.

Respectfully submitted,

Elizabeth Comfort

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Finance Director

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AMENDMENT #3
TO THE CONTRACT DOCUMENTS WITH BERRY, DUNN, MCNEIL & PARKER, LLC FOR
SUB-RECIPIENT MONITORING
Contract #8848

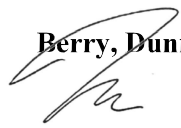
This Amendment #3 is entered into between **Berry, Dunn, McNeil & Parker, LLC** ("Contractor") and Clackamas County ("County") and shall become part of the Contract documents entered into between both parties on **January 25, 2024** ("Contract").

The Purpose of this Amendment #3 is to make the following changes to the Contract:

1. ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:
County exercises the option to renew Contract for one (1) additional one-year period of the now remaining two (2) one-year renewal options. Contract termination date is hereby changed from June 30, 2025 to **June 30, 2026**.
2. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
Contractor shall provide the following Scope of Work services for renewal term July 1, 2025 through June 30, 2025, attached hereto as Exhibit "A" to this Amendment #3 and hereby incorporated by reference.
3. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
In consideration for Contractor performing Work through the renewal term July 1, 2025 through June 30, 2026, County shall pay Contractor an amount not to exceed \$120,000.00. Consideration rates is on a time and materials basis in accordance with the rates set forth in this Exhibit "A" to this Amendment #3. The total Contract compensation shall not exceed \$545,000.00.

ORIGINAL CONTRACT	\$ 305,000.00
AMENDMENT #1	\$ 50,000.00
AMENDMENT #2	\$ 70,000.00
AMENDMENT #3	\$ 120,000.00
TOTAL AMENDED CONTRACT	\$ 545,000.00

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #3, effective upon the date of the last signature below.


Berry, Dunn, McNeil & Parker, LLC
June 23, 2025

Authorized Signature Date
William Brown, Principal

Printed Name

Clackamas County

Signature Date
Name: _____
Title: _____

Approved as to Form:

Approved by Jane Vetto via email on 6/17/2025

County Counsel Date

Exhibit A
Scope of Work for July 1, 0205 – June 30, 2026



*PROPOSED SCOPE OF SERVICES
FOR RENEWAL TERM: JULY 1, 2025 – JUNE
30, 2026*

Clackamas County

Compliance and Subrecipient Monitoring
Consulting Services

BerryDunn

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

William Brown

Bbrown@berrydunn.com

Tim Cutler, Project Manager

tim.cutler@berrydunn.com

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1. Scope of Work

Scope of Work for Renewal Term: July 1, 2025 – June 30, 2026

The following scope of work outlines the services BerryDunn will provide to Clackamas County under the renewal term of the contract. These services build upon the work completed during the initial and amended contract period and reflect the County's continued need for support with federally funded subrecipient monitoring, agreement development, payment review, and compliance activities.

BerryDunn will continue to work closely with County departments, program managers, and the Finance Grants team to ensure that federally funded grant activities are implemented in alignment with 2 CFR Part 200 (Uniform Guidance), applicable grant-specific requirements, and the County's internal procedures.

Task 1: Subrecipient Compliance Review and Monitoring Support

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

Task 1.1: Risk Assessment and Monitoring Schedule

BerryDunn will Utilize the County's risk assessment tool to classify federally funded subrecipients into risk categories: Low, Medium, High, or Unacceptable. The outcome dictates the monitoring level required:

- Low Risk: Audit & Expenditure Review
- Medium Risk: Audit Review, Expenditure Review & Desk Monitoring
 - Desk Monitoring at this risk level includes cost category testing with samples drawn from three distinct periods, such as months or quarters, to evaluate key areas like accounts payable, employee timesheets, match contributions, program income, and other applicable compliance elements.
- High Risk: Audit Review*, Expenditure Review* & Desk Monitoring
 - Desk Monitoring at this risk level includes cost category testing with an expanded sample size beyond three distinct periods, covering any applicable cost category testing.

Task 1.2: Monitoring Coordination

BerryDunn will notify County Program Managers and Department staff of upcoming monitoring activities, soliciting feedback on potential areas of noncompliance or concern. Coordinate specific monitoring actions based on the risk level and prior findings, such as conducting desk reviews for Medium risk subrecipients.

Task 1.3: Documentation and Tracking

BerryDunn will maintain a 'Monitoring Plan and Activities' spreadsheet to systematically track and document all monitoring activities throughout the project period, based on completed risk assessments.

Task 2: Federally Funded Subrecipient Agreement / Amendment / NOFO Support

BerryDunn will support County departments in the development and administration of federally funded subrecipient agreements, amendments, and Notices of Funding Opportunities (NOFOs). This includes providing compliance-focused guidance, reviewing draft documents, and assisting with coordination of internal routing and execution processes.

Task 2: Federally Funded Subrecipient Agreement / Amendment / NOFO Support

Task 2.1: Guidance and Assistance

BerryDunn will assist Department program managers and key staff in the development of federally funded subrecipient agreements and amendments.

This includes providing guidance to County Department/Program Managers on creating and maintaining compliant federally funded subrecipient agreements, amendments and notice of funding opportunities.

Task 2.2: Tracking and Documentation

BerryDunn will maintain a comprehensive list of all agreements and amendments currently in review. This list will track key milestones, including:

1. Completion of initial review;

County staff will collaborate with BerryDunn to execute the following steps:

2. Submission to County Counsel for review;
3. Return of agreement/amendment from County Counsel, post review;
4. Finalization and submission to County Counsel for signature approving to form;
5. Dispatched to subrecipient for signature; and
6. Transfer to the relevant Department to proceed with the County's execution processes, including County Manager's signature or Board of County Commissioners (BCC) approval.

Task 2.3: Closeout

BerryDunn will facilitate the closeout of subrecipient awards and collaborate with the Finance Grants team to collect the necessary documents, which will include the following activities:

- Confirm that all required performance reports have been submitted and align with the agreed-upon goals and objectives.
- Verify that all expenditures have been properly recorded and match the approved budget, ensuring no discrepancies.
- Confirm that all programmatic and administrative requirements have been met, including any specific federal regulations or grant conditions.
- Perform any required final audit or compliance review to assess the subrecipient's financial and programmatic performance.
- Verify that any property or equipment purchased with grant funds is appropriately tracked and dispositioned as required.
- Address and resolve any outstanding issues or concerns before the official closeout of the subaward.
- Send a formal notification to the subrecipient confirming the closeout of the subaward and providing any final instructions or information.

Task 3: Subrecipient Payment Request Reviews

BerryDunn will provide review and oversight of payment requests submitted by federally funded subrecipients. This task ensures that County processes related to financial compliance and internal controls are consistently applied. Our role includes coordination with County staff to maintain timely and accurate processing aligned with applicable federal requirements.

Task 3: Subrecipient Payment Request Reviews

Task 3.1: Review Process

- BerryDunn will review all payment requests from federally funded subrecipients, covering both cost reimbursement and advance funding payments. Reviews will occur after initial approval by Department staff responsible for managing the subrecipient agreement, and after Finance Grants has sent the payment request to BerryDunn.
- BerryDunn will ensure that all reviewed payment requests are properly documented and communicated to the Finance Grants team for continued processing.

Task 4: FFATA Reporting

BerryDunn will support the County in meeting its Federal Funding Accountability and Transparency Act (FFATA) reporting obligations for federally funded subawards. This includes collecting required data from subrecipients, verifying eligibility, and ensuring timely and accurate entry into the SAM.gov system in accordance with federal reporting deadlines.

Task 4.1: Obtain Information and Documentation from Federally Funded Subrecipients

BerryDunn will distribute the Federal Funding Accountability and Transparency Act (FFATA) form to the subrecipient to collect the necessary information for reporting purposes.

- Ensure that the subrecipient is registered in SAM.gov and meets all eligibility requirements for FFATA reporting.
- Download documentation with timestamp of verification of SAM.gov registration
- Verify that the details of the federal award, including the award amount, funding agency, and prime awardee information, are accurate and up to date.

Task 4.2: Submit FFATA Reporting

BerryDunn will enter subaward data into SAM.gov in accordance with FFATA requirements, when the County issues a subaward exceeding \$30,000 under a federal prime award received directly by the County.

- Maintain documentation of report submitted to SAM.gov with timestamp no more than 30 day following execution of an applicable subaward.

2. Fees

2.1. Proposed Hourly Rates

BerryDunn proposes to alter our rate structure to facilitate the County's budgeting for services. Under this proposed scope of services, BerryDunn will provide services, regardless of the staff member's experience level at a fixed rate of \$250 per hour, as opposed to the varied rates we have historically billed. This rate will be inclusive of all time and materials costs. We will bill travel expenses only as incurred and will work with the County to determine if and when on-site work is required for the proposed services.

2.2. Proposed Budget and Service Delivery Plan

The County, at its discretion, may opt to establish an anticipated fixed number of hours of effort at the proposed hourly rate noted above, or a fixed budget cap of funding available for support services for proposed project period of July 1, 2025, to June 30, 2026. BerryDunn will invoice the County on a monthly basis, and provide supporting documentation related to the hours worked and the related project activities performed. Through this revised billing approach, BerryDunn will provide requested support services until such time as the proposed project period has ended or until such time as the total hours or budgeted amount of funding has been reached. Should funding be fully expended prior to the end of the proposed project period, the County may, at its discretion, make additional funding available to ensure services are available to it through the entire proposed project period, or it may terminate the contract at that time without penalty or obligation.

2.3. Fee Assumptions

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

- ▶ The majority of our work will be conducted remotely using videoconferencing and collaboration software tools. If videoconferencing and collaboration tools are not sufficient to address a specific issue, we will travel to the County on an as needed and agreed-upon basis. We will invoice actual travel expenses, as incurred.
- ▶ BerryDunn will furnish all material, labor, facilities, equipment, and supplies necessary to perform the services requested under this project.
- ▶ The estimated not-to exceed amount is based upon a total of 12 months of contracted services.

Appendix A. Requested Exception

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

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





FINAL BDMP Amendment #3

Final Audit Report

2025-06-24

Created:	2025-06-24
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcinTRPAT60v0A6hZ8gr5MEZ1kaMdv_IM

"FINAL BDMP Amendment #3" History

-  Document created by Jennifer Johnson (JJohnson@clackamas.us)
2025-06-24 - 7:06:58 PM GMT- IP address: 24.20.34.210
-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature
2025-06-24 - 7:07:27 PM GMT
-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)
2025-06-24 - 7:10:28 PM GMT- IP address: 34.239.14.59
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)
Signature Date: 2025-06-24 - 7:22:54 PM GMT - Time Source: server- IP address: 73.164.132.109
-  Agreement completed.
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