

November 22, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Amendment #1 increasing funding and duration of a Sub-recipient Agreement with Micro Enterprise Services of Oregon for the Economic Development Project. Amendment value is \$82,300 for 7 months. Agreement value increased to \$164,600 for 19 months. Funding is through Federal Community Development Block Grant Funds. No County General Funds are involved.

Previous Board Action/Review	<ul style="list-style-type: none"> • May 6, 2021: Board approval of FY2021 CDBG Action Plan and Proposed Projects. • November 21, 2022: Board approval of the Subrecipient Agreement with MESO. • November 19, 2023 Issues Meeting 		
Performance Clackamas	<ol style="list-style-type: none"> 1. Build a Strong Infrastructure. 2. Ensure Safe, Healthy, and Secure Communities. 		
Counsel Review	Yes	Procurement Review	No (Grants Manager)
Contact Person	Mark Sirois	Contact Phone	503-351-7240

EXECUTIVE SUMMARY: The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of Amendment #1 to increase the budget for another fiscal year to the Sub-recipient Agreement to provide public services funding to support the economic development of low to moderate-income (LMI) households engaged in micro businesses. In 2021, Micro Enterprise Services of Oregon (MESO) applied for Community Development Block Grant (CDBG) funding to provide technical assistance to low-income microbusiness owners. MESO will provide bilingual staffing and technical assistance to LMI underserved entrepreneurs to help them grow microbusinesses in unincorporated parts of Clackamas County. The funding under this CDBG contract is expected to assist approximately 30 LMI microbusiness owners during the program year.

RECOMMENDATION: We recommend the signature approval of Amendment #1 to this Sub-recipient Agreement.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Director of Health, Housing Human Services

For Filing Use Only

Contract Amendment

Health, Housing and Human Services Department

H3S Contract Number 10950 (Grant #23-009) Board Agenda Number _____

and Date 8/22/23

Division Housing & Community Development Amendment No. 1

Contractor MESO – Micro Enterprise Services of Oregon

Amendment Requested By Amy Council & Mark Sirois

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

This Amendment #1 extends the program period of performance by one year and adds \$82,300 in additional CDBG funding to the Agreement, bringing the total award to \$164,600. The additional funding allows the County to extend economic development support of low to moderate income households engaged in microenterprises.

This Amendment #1 is effective **upon signature** and continues through **June 30, 2024**.

Except as amended hereby, all other terms and conditions of the Agreement remain in full force and effect. COUNTY has identified changes with "***bold/italic***" font for easy reference.

AMEND:

1. Term and Effective Date. This Agreement shall become effective on the date it is fully executed and will terminate on June 30, 2023, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning October 1, 2022 and expiring June 30, 2023, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

1. Term and Effective Date. This Agreement shall become effective on the date it is fully executed and will terminate on June 30, 2024, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning October 1, 2022, and expiring **June 30, 2024**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. Eligible expenses using grant funds provided under Amendment #1 may only be charged during the period beginning July 1, 2023, and expiring June 30, 2024. No grant funds are available for expenditures after the expiration date of this Agreement.

AMEND:

3. Standards of Performance. SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations, including Subpart C of Title I of the Housing and Community Act of 1974. Furthermore, SUBRECIPIENT shall comply with the requirements of CDBG award number B22-UC-41-0001 that is the source of the grant funding, in addition to compliance with requirements of Title I of the *Code of Federal Regulations* ("CFR"), Title 24, Part 570. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under

this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.

TO READ:

3. Standards of Performance. SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations, including Subpart C of Title I of the Housing and Community Act of 1974. Furthermore, SUBRECIPIENT shall comply with the requirements of CDBG award **numbers B22-UC-41-0001 & B23-UC-41-0001** that **are** the sources of the grant funding, in addition to compliance with requirements of Title I of the *Code of Federal Regulations* (“CFR”), Title 24, Part 570. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.

AMEND:

4. Grant Funds. COUNTY’s funding for this Agreement is the Community Development Block Grant (Assistance Listing #: 14.218) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification #B22-UC-41-0001). The maximum, not to exceed, grant amount COUNTY will pay is \$82,300. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment.

TO READ:

4. Grant Funds. COUNTY’s funding for this Agreement is the Community Development Block Grant (Assistance Listing #: 14.218) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development. The maximum, not to exceed, grant amount COUNTY will pay is \$164,600. ***Funding for this agreement derives from the following sources:***

- ***Year 1: Federal Award Identification B22-UC-41-0001***
- ***Year 2: Federal Award Identification B23-UC-41-0001***

AMEND:

EXHIBIT B
SUBRECIPIENT PROGRAM BUDGET

- A. The total compensation under this contract shall not exceed \$82,300 for the fiscal year with payments to be made as outlined in the body of this Agreement.
- B. Adjustments to the budget may only be made with the approval of both Parties.

Budget Category	Maximum Expenditure FY 22-23
Personnel: Business Development Specialist Business Development Director	\$74,820.00
Indirect Costs (10% <i>de minimis</i>)	\$7,480.00
TOTAL	\$82,300.00

TO READ:

**EXHIBIT B
 SUBRECIPIENT PROGRAM BUDGET**

- A. The total compensation under this Agreement shall not exceed **\$164,600** with payments to be made as outlined in the body of this Agreement.
- B. Adjustments to the budget may only be made with the approval of both Parties.

Budget Category	Maximum Expenditure FY 22-23
Personnel: Business Development Specialist Business Development Director	\$74,820.00
Indirect Costs (10% <i>de minimis</i>)	\$7,480.00
TOTAL	\$82,300.00

<i>Budget Category</i>	<i>Maximum Expenditure July 1, 2023-June 30, 2024</i>
<i>Business Development Advisor Salary</i>	<i>\$62,350.00</i>
<i>Business Development Advisor Fringe</i>	<i>\$7,700.23</i>
<i>Payroll Taxes</i>	<i>\$4,999.58</i>
<i>Indirect Costs (10% de minimis)</i>	<i>\$7,480.00</i>
TOTAL	\$82,300.00

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT AMENDMENT #1

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to be executed by their duly authorized officers.

CLACKAMAS COUNTY

MICRO ENTERPRISE SERVICES OF OREGON



By: _____

By: Cobi Lewis

Its: _____

CEO & Executive Director
Its: _____

Dated: _____

Dated: 10 / 24 / 2023

Approved to Form

By: 
_____ County Counsel

Dated: 11/01/2023
