

April 1, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Subrecipient Grant Agreement Amendment #3 with  
Ant Farm, Inc., to Provide CARES Funded  
Rent Assistance Services

<b>Purpose/Outcome</b>	Approval of subrecipient agreement Amendment #3 with Ant Farm, Inc., to provide rent assistance to households impacted by the COVID-19 crises.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #3 adds \$7,482,463 of COVID rental assistance funds from State and Federal grants for a contract total of \$9,319,588.
<b>Funding Source</b>	State Supporting Tenants Access Rent Relief (STARR) Funds through the Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #9 with Oregon Housing and Community Services, Federal Emergency Rental Assistance (F-ERA) funding through US Dept. of Treasury and Community Development Block Grant (CDBG) through U.S. Department of Housing and Urban Development. No County General Funds are involved.
<b>Duration</b>	Upon signature to December 31, 2021 with additional eligible expenditure periods specific to each funding source.
<b>Previous Board Action/Review</b>	Approval of agreement on 8/6/20 and Amendment #1 on 11/5/20 110512-A8. Amendment #2, approval of non-substantive change by Department.
<b>Strategic Plan Alignment</b>	1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>Counsel Review</b>	The amendment was approved by Counsel on March 26, 2021 AN
<b>Procurement Review</b>	Was the item processed through Procurement? N/A- This is a subrecipient agreement.
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	Subrecipient Grant Agreement #21-003, H3S#9832

Subrecipient Amendment (FY 20-21)  
Clackamas County, Department of Health, Housing and Human Services

Subrecipient Agreement Number: 21-003

Board Order Number:

Department/Division: H3S, Social Services Division

Amendment No. 3

Subrecipient: AntFarm, Inc.

Amendment Requested By: Brenda Durbin

Changes:  Scope of Service  
 Agreement Time

Agreement Budget  
 Other:

**Justification for Amendment:**

The amendment incorporates additional federal and state rental assistance funds and terms during the coronavirus pandemic and changes the period of performance as follows:

\$1,098,305 for Supporting Tenants Accessing Rental Assistance Program (STARR) funds

\$5,755,891 for Federal Emergency Rental Assistance funds

\$628,267 for Community Development Block Grant COVID funds

This amendment is effective upon signature and continues through December 31, 2021.

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

**ADD TO RECITALS:**

5. Amendment #3 is entered into between COUNTY and SUBRECIPIENT to provide a basis for a cooperative working relationship for the purpose of implementing the Federal Community Development Block Grant program ("CDBG") contained in U.S. Department of Housing and Urban Development ("HUD"), and regulations adopted under this Act at Subchapter C, 24 CFR Part 570, dated 1974, as amended, and Public Law 93-383 as amended. COUNTY has received CDBG funds from HUD under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 ("ACT"). SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.

**AMEND:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2020** and not later than **September 30, 2021**, 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 approved as required by applicable law. Funds issued under this Agreement may be used for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2020** and not later than **December 31, 2021**, subject to any additional eligibility period restrictions

contained in the Exhibits to this Agreement, 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.

**AMEND:**

- 4. Grant Funds.** COUNTY's funding for this Agreement is the **CARES Act (Catalogue of Federal Domestic Assistance [CFDA] #: 21.019)** issued to COUNTY by OHCS and the U.S. Department of the Treasury (Master Grant Agreement #5084; Federal Award Identification #[s]: not provided). The maximum, not to exceed, grant amount COUNTY will pay is **\$1,837,125**.

**TO READ:**

- 4. Grant Funds.** *The maximum, not to exceed, grant amount COUNTY will pay is \$9,319,588. This is a cost reimbursement grant with an initial advancement and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Payment Request and Exhibit E: Monthly/ Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment or repayment of any funds advanced, together with any other remedy available to COUNTY under this Agreement, at law, or in equity. COUNTY's funding for this Agreement is as follows:*

- **\$1,837,125: CARES Act (Catalog of Federal Domestic Assistance [CFDA] #: 21.019; FAIN not provided) issued to COUNTY by the U.S. Department of the Treasury**
- **\$5,755,891: CARES Act (CFDA #: 21.023) issued to COUNTY by the U.S. Department of the Treasury**
- **\$1,098,305: State Supporting Tenants Accessing Rental Assistance (STARR) funding from the State of Oregon Housing and Community Services Department through COUNTY's Master Grant Agreement #5084.**
- **\$628,267: Community Development Block Grant (CDBG COVID) (CFDA #: 14.218; FAIN: B20-UW-410001) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development.**

***Advancements will only be made on the rental assistance portion of the budget.***

**AMEND:**

**Exhibit B: Subrecipient Program Budget**

SUBRECIPIENT is eligible for an amount not to exceed **One Million, Eight Hundred Twenty Seven Thousand and One Hundred Twenty Five Dollars (\$1,837,125)** from signature of Agreement to December 30, 2020 as specified under the conditions listed in Exhibit A. This amount includes:

**\$1,597,500** for eligible participant expenses

**\$239,625** for program delivery (staff salaries, benefits and taxes, not to exceed 15% of eligible participant expenses)

**TO READ:**

Exhibit B: Subrecipient Program Budget

Eligible program expenses may be incurred for an amount not to exceed ***Nine Million, Three Hundred Nineteen Thousand and Five Hundred Eighty Eight Dollars (\$9,319,588)*** from April 1, 2020 to December 31, 2021, subject to any additional eligibility period restrictions listed in Exhibit A.

This amount includes:

1. ***State Funded CARES Rent Assistance through Oregon Housing & Community Services, Eligible expenditure period is July 1, 2020 to December 30, 2020:***
  - \$1,597,500 for eligible participant expenses
  - \$239,625 for program delivery (staff salaries, benefits and taxes, not to exceed 15% of eligible participant expenses)
2. ***Supporting Tenants Accessing Rental Assistance Program (STARR) –State funded Eligible expenditure period for client rent assistance includes payment of arrears incurred after April 1, 2020 through June 30, 2021, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties for Amendment #3.***

***Note: Except when eligible clients are only eligible for Federal Emergency Rental Assistance (“ERA”), and not eligible under STARR, the STARR funds must be used.***

***Eligible expenditure period for SUBRECIPIENT program delivery and administration is upon signature of Amendment #3 to June 30, 2021, and budget amounts as shown in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable state requirements, as amended, including Exhibits K, L, & M. SUBRECIPIENT must comply with Subrecipient Requirements as identified in COUNTY’S 19-21 Master Grant Agreement #5084 issued by the State of Oregon through its Housing & Community Services Department, incorporated into this Agreement by reference and available upon request. SUBRECIPIENT shall check and comply with all requirements, as may be subsequently updated, at State of Oregon Housing & Community Services Department website: <https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>***

3. ***Federal Emergency Rental Assistance (ERA) Eligible expenditure period for client rent assistance includes payment of arrears incurred after April 1, 2020 through December 31, 2021, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties for Amendment #3.***

***Eligible expenditure period for administration and program delivery is upon signature of Amendment #3 to December 31, 2021, and budget amounts as show in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable federal requirements, as amended by the U.S. Department of Treasury, including Exhibits H, I, & J. SUBRECIPIENT shall check and comply with all requirements, as may be subsequently updated, at U.S. Treasury website <https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>***

4. ***Community Development Block Grant CARES (CDBG COVID)***

***Eligible expenditure period for program delivery for CDBG funds is January 1, 2021 to December 31, 2021, and according budget amounts as shown in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must***

***comply with all applicable federal requirements and as identified in Exhibit N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds.***

Budget Line Items	Federal funds – CARES ACT (U.S. Dept of Treasury)	State funds - STARR Budget	Federal funds - ERA Budget	Federal Fund- CDBG COVID Budget
Program Delivery (Includes staff salaries, benefits, taxes).	\$239,625	\$173,417	\$260,317	\$628,267
Administration		\$231,222	\$289,241	0
Rent Assistance	\$1,597,500	\$693,667	\$5,206,333	0
<b>Total</b>	<b>\$1,837,125</b>	<b>\$1,098,305</b>	<b>\$5,755,891</b>	<b>\$628,267</b>

**AMEND 14. Exhibits, TO ADD THE FOLLOWING ADDITIONAL EXHIBITS TO THE AGREEMENT:**

***EXHIBIT H: Title V – Banking Subtitle A – Emergency Rental Assistance (eligibility & reporting)***

***EXHIBIT I: OMB 1505-0266 U.S. Department of the Treasury Emergency Rental Assistance Certification***

***EXHIBIT J: U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions Revised March 16, 2021***

***Note that FAQ #7 has been revised to further clarify that rental security deposits are permissible relocation expenses, and that application and screening fees are permissible rental fees.***

***FAQs #26 – 28, which address displaced households, “rent-to-own-agreements”, and manufactured homes, are all new. No other changes have been made to the FAQ document from the previous version, published February 22, 2021***

***EXHIBIT K: 2019-2021 Master Grant Agreement Exhibit A, Program Element PE 20 Supporting Tenants Accessing Rental Relief (STARR) Program***

***EXHIBIT L: Program Guidance Supporting Tenants Accessing Rental Relief (STARR) February 17, 2021***

***EXHIBIT M: Oregon Housing and Community Services STARR - Frequently Asked Questions, March 5, 2021 Update***

***Exhibit N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds***

**AMEND Exhibit D: Required Financial Reporting and Reimbursement Requests, Item G. to Include:**

***The following will apply to Amendment #3:***

***At Amendment #3 execution, SUBRECIPIENT shall also submit an invoice for advancement of up to 15% of the rental assistance funds only. Reimbursements will be based on verification of actual expenditures submitted with required backup documentation for both funding streams. SUBRECIPIENT shall track the STARR and ERA fund streams separately, and submit different reimbursement requests for each funding stream separately to COUNTY.***

***SUBRECIPIENT shall submit requests for reimbursement of rental assistance up to once every 2 weeks but not less than once per month. Program Delivery and Administration may be billed separately to coincide with payroll periods, and the associated reimbursement amount will be based on previously submitted rental assistance reimbursement requests.***

***The 15% advanced at agreement execution will be verified based on the method above, when SUBRECIPIENT has expended balance of 85%. Any unspent advancement of funds will be returned to the COUNTY within 30 days of the Agreement expiration. Administration and Program Delivery expenses are not eligible for advancement unless special approval is granted in writing by COUNTY.***

*(Signature Page Follows)*

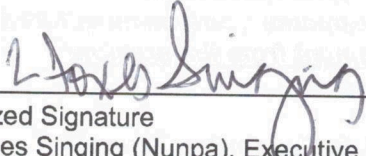
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**SIGNATURE PAGE**

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

**SUBRECIPIENT**  
**Ant Farm, Inc.**

**CLACKAMAS COUNTY**


By:   
Authorized Signature  
Two Foxes Singing (Nunpa), Executive Director

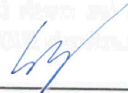
Commissioner: Tootie Smith, Chair  
Commissioner: Sonya Fischer  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Mark Shull

03/25/2021  
Dated

**County Signatures:**

 03/30/2021  
~~Tootie Smith, Chair~~ Dated  
Gary Schmidt, County Administrator

 03/30/2021  
Recording Secretary Dated

Approved to Form:  
 03/29/2021  
County Counsel Dated

April 1, 2021

**BACKGROUND:**

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of subrecipient grant agreement Amendment #3 to Ant Farm, Inc. to provide rent assistance to households impacted by the COVID-19 crises.

Ant Farm, Inc. provides youth and family services in NE Clackamas County and receives referrals for services for residents of Sandy, Estacada, and the surrounding rural areas for housing assistance, money management, and other programs. Under this agreement, Ant Farm will receive referrals from Clackamas County's Coordinated Housing Access program to determine eligibility and provide rental assistance payments on behalf of eligible households impacted by the COVID-19 pandemic crises. Ant Farm has already successfully delivered over \$1.5 million in rental assistance funding to households in Clackamas County.

Funding for the Agreement is from HB 4401 & SB 5731 through Oregon Housing and Community Services' Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #9, and from the Federal CARES Act through Federal Emergency Rental Assistance funding through US Dept. of Treasury and Community Development Block Grant (CDBG) through U.S. Department of Housing and Urban Development. No County General Funds are involved.

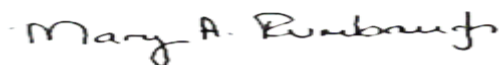
On March 9, 2021, the Board of County Commissioners approved a plan for these funds, which included extending existing contracts with three non-profit organizations, including Ant Farm.

The Amendment was approved by Emergency Operations Command, County Finance, and County Counsel.

**RECOMMENDATION:**

Staff recommends the approval of the Amendment, and that the County Administrator, or his designee, be authorized to sign on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,



*For Rod Cook*  
Rodney A. Cook, Interim Director  
Health, Housing and Human Services Department



# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9832	<b>Division:</b> SS	<input checked="" type="checkbox"/> <b>Subrecipient</b>
<b>Board Order #:</b>	<b>Contact:</b> Christopherson, Teresa	<input type="checkbox"/> <b>Revenue</b>
	<b>Program Contact:</b> Silver, Erika	<input checked="" type="checkbox"/> <b>Amend #</b> 3 \$ \$7,482,463.00
		<input type="checkbox"/> <b>Procurement Verified</b>
		<input type="checkbox"/> <b>Aggregate Total Verified</b>

**Non BCC Item**     **BCC Agenda**                      **Date:** Thursday, April 1, 2021

**CONTRACT WITH:** Ant Farm Inc.

**CONTRACT AMOUNT:** \$9,319,588.00

**TYPE OF CONTRACT**

<input type="checkbox"/> <b>Agency Service Contract</b>	<input type="checkbox"/> <b>Memo of Understanding/Agreement</b>
<input type="checkbox"/> <b>Construction Agreement</b>	<input type="checkbox"/> <b>Professional, Technical &amp; Personal Services</b>
<input type="checkbox"/> <b>Intergovernmental Agreement</b>	<input type="checkbox"/> <b>Property/Rental/Lease</b>
<input type="checkbox"/> <b>Interagency Services Agreement</b>	<input type="checkbox"/> <b>One Off</b>

**DATE RANGE**

<input type="checkbox"/> <b>Full Fiscal Year</b> _____ - _____	<input type="checkbox"/> <b>4 or 5 Year</b> _____ - _____
<input checked="" type="checkbox"/> <b>Upon Signature</b> _____ - 12/31/2021	<input type="checkbox"/> <b>Biennium</b> _____ - _____
<input type="checkbox"/> <b>Other</b> _____ - _____	<input type="checkbox"/> <b>Retroactive Request?</b> _____ - _____

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

**No**     **Yes** (must have CC approval-next box)     **N/A** (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Andrew Naylor                      Date Approved: Thursday, March 25, 2021  
OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** Brenda Durbin  
Date: \_\_\_\_\_ 3/29/21

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

# AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: **Health, Housing Human Services**  
**Social Services**

PURCHASING FOR: **Contracted Services** \_\_\_\_\_

OTHER PARTY TO

CONTRACT/AGREEMENT: **Ant Farm Inc.** \_\_\_\_\_

BOARD AGENDA ITEM

NUMBER/DATE: \_\_\_\_\_ DATE: **4/1/2021** \_\_\_\_\_

PURPOSE OF

CONTRACT/AGREEMENT:

H3S CONTRACT NUMBER: **9832** \_\_\_\_\_