

November 27, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Clackamas County  
 Board of County Commissioners

**Approval of an Amendment to a Subrecipient Grant Agreement with Central City Concern for Chez Ami Mental Health Housing operations. Amendment Value is \$12,559.01 for 19 months. Total Agreement Value is \$439,600.72 for 3 years. Funding is through the Oregon Health Authority. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Original Agreement July 25, 2024, Agenda Item 20240725 III.F.22; Amendment #01 Briefed at Issues November 26, 2024		
<b>Performance Clackamas</b>	Ensuring safe, healthy, and secure communities through the provision of mental health and substance use services.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Mary Rumbaugh	<b>Contact Phone</b>	503-742-5305

**EXECUTIVE SUMMARY:** The Behavioral Health Division of the Health, Housing, and Human Services Department requests the approval of Amendment #01 to a Local Subrecipient Grant Agreement with Central City Concern for Chez Ami Mental Health Housing Operations. Amendment adds \$12,559.01 to the Agreement value due to the Subrecipient’s recently approved indirect cost rate. The indirect cost rate, listed in the Agreement’s budget as “Administrative Costs,” increased by 3.5%, from 19% to 22.5%.

Chez Ami Mental Health Housing is a forty (40) unit housing community located at 8358 SE Causey Avenue in Happy Valley. The community provides low-income housing and supportive services for Clackamas County residents.

In 2000, the County purchased the land for the community and executed a sixty (60) year ground lease with Central City Concern, the general manager of Chez Ami. The community was constructed utilizing various local, state, and federal funding sources. Initially, operating costs were provided by the Department of Housing and Urban Development. It was later determined Staff Report – Page 2 utilized to fund ongoing operating costs, leaving the housing community November 27, 2024 For nearly two decades, the Behavioral Health Division has awarded o Concern to operate the two-story, alcohol and drug-free community per th... ground lease.

This Amendment increases the Agreement’s maximum value to \$439,599.72 for 36 months. The funds provided through the Agreement ensure that rents remain affordable for residents and are to be utilized for building maintenance and repairs, personnel costs, materials, and services, including client food, appliances, and building security, as well as utilities, including gas, electricity and water/sewer.

For Filing Use Only

**RECOMMENDATION:** Staff respectfully requests that the Board of Commissioners approve Amendment #01 (11706) and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

*Rodney A. Cook*

Rodney A. Cook  
Director, Health, Housing and Human Services

## Local Subrecipient Amendment

<u>Subrecipient Agreement Number: 11706</u>	<u>Board Order Number: N/A</u>
<u>Department/Division: H3S/Behavioral Health</u>	<u>Amendment No. 01</u>
<u>Subrecipient: Central City Concern</u>	<u>Amendment Requested By: Mary Rumbaugh</u>
Changes: <input type="checkbox"/> Scope of Service <input type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

### Justification for Amendment:

This Amendment #01 is entered into by and between Clackamas County ("COUNTY") and Central City Concern ("SUBRECIPIENT") and will become part of that local subrecipient agreement ("Agreement") originally entered by and between the parties on July 25, 2024.

Amendment #01 increases the maximum compensation by \$12,560.01 for a revised sum total of \$439,600.72. The increase is the result of the SUBRECIPIENT'S recently approved federally negotiated indirect cost rate. The indirect cost, listed as administrative costs in this Agreement's budget are increased by \$3,627.93 for FY24, \$4,466.04 for FY25, and \$4,466.04 for FY26. This Amendment #01 is effective upon the signatures of all parties and continues through June 30, 2026.

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.

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**Central City Concern #11706 – Chez Ami Operations**  
*Local Subrecipient Grant Agreement – Amendment #01*  
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**AMEND Section 4. Grant Funds:**

- 4. **Grant Funds.** This is a non-federal subrecipient agreement. COUNTY’s funding for this Agreement is the **Community Mental Health Program Intergovernmental Agreement** issued to COUNTY by OHA. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$427,041.71**. This is a fixed price grant, the award is conditional and disbursements will be made in accordance with the schedule and requirements contained in Required Financial Reporting and Payment Request. Failure to comply with the terms of this Agreement may result in withholding of payment. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination period in Section 1 if award conditions are not met.

**TO READ:**

- 4. **Grant Funds.** This is a non-federal subrecipient agreement. COUNTY’s funding for this Agreement is the **Community Mental Health Program Intergovernmental Agreement** issued to COUNTY by OHA. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$439,600.72**. This is a fixed price grant, the award is conditional and disbursements will be made in accordance with the schedule and requirements contained in Required Financial Reporting and Payment Request. Failure to comply with the terms of this Agreement may result in withholding of payment. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination period in Section 1 if award conditions are not met.

**AMEND EXHIBIT B, SUBRECIPIENT BUDGET AND COMPENSATION:**

- a. Payment for all Work performed under this Agreement shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$427,040.71**.

Budget Category	FY24 Budget	FY25 Budget	FY26 Budget
Personnel	\$ 18,523.20	\$ 26,626.25	\$ 26,626.25
Other Payroll Expenses	\$ 7,197.00	\$ 8,436.40	\$ 8,436.40
Materials and Supplies	\$ 27,673.62	\$ 28,780.56	\$ 28,780.56
Utilities	\$ 21,399.30	\$ 25,433.10	\$ 25,433.10
Facility and Operating Expenses	\$ 28,862.00	\$ 38,325.00	\$ 38,325.00
Administrative Costs	\$ 19,694.47	\$ 24,244.25	\$ 24,244.25
<b>Annual Totals</b>	<b>\$ 123,349.59</b>	<b>\$ 151,845.56</b>	<b>\$ 151,845.56</b>
<b>Agreement Total</b>	<b>\$427,040.71</b>		

- b. SUBRECIPIENT shall submit one invoice each fiscal year for the corresponding value identified above. SUBRECIPIENT shall reference Agreement #11706 on invoice and all correspondence regarding this Agreement.

Invoices and any supporting documentation shall be sent by email or mail to:

[BHAP@clackamas.us](mailto:BHAP@clackamas.us)

Clackamas County Behavioral Health Division  
 Accounts Payable  
 2051 Kaen Road, Suite #154

**Central City Concern #11706 – Chez Ami Operations**  
*Local Subrecipient Grant Agreement – Amendment #01*  
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Oregon City, Oregon 97045

When submitting electronically, designate SUBRECIPIENT name and Agreement #10716 in the subject of the email.

- c. Payment shall be made to SUBRECIPIENT, within thirty (30) days, following the COUNTY's review and approval of the invoice submitted by SUBRECIPIENT. SUBRECIPIENT shall not submit invoices for, and the COUNTY will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before SUBRECIPIENT performs Work subject to the amendment.

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Utilities	\$ 21,399.30	\$ 25,433.10	\$ 25,433.10
Facility and Operating Expenses	\$ 28,862.00	\$ 38,325.00	\$ 38,325.00
Administrative Costs	\$ <b>23,322.40</b>	\$ <b>28,710.29</b>	\$ <b>28,710.29</b>
<b>Annual Totals</b>	\$ <b>126,977.52</b>	\$ <b>156,311.60</b>	\$ <b>156,311.60</b>
<b>Agreement Total</b>	<b>\$439,600.72</b>		

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**SIGNATURE PAGE FOLLOWS**

**Central City Concern #11706 – Chez Ami Operations**  
*Local Subrecipient Grant Agreement – Amendment #01*  
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**SIGNATURE PAGE**

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

**CLACKAMAS COUNTY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**CENTRAL CITY CONCERN**

By: DocuSigned by:  
Andrew B. Mendenhall, M.D.

Its: President & CEO

Dated: 10/31/2024

Approved as to form:

By: *Sarah Foreman*  
County Counsel

Dated: 10.31.2024