

February 17, 2022

Board of County Commissioners
Clackamas County

Approval of Amendment #2 to a Federal Subrecipient Grant Agreement with Clackamas Women’s Services for Emergency Shelter Services. Total Value is \$25,535.50. Funding through the Federal Department of Homeland Security Emergency Food & Shelter Program Phase 38. County General Funds are not involved.

Purpose/Outcomes	Approval for subrecipient to continue to provide emergency shelter bednight services to serve un-housed individuals and families in Clackamas County who are survivors of domestic violence, and connect these individuals and families with permanent housing and other positive exit destinations.
Dollar Amount and Fiscal Impact	Amendment #2 increases the agreement by \$25,535.50 for a revised value of \$108,362.50. Item is budgeted.
Funding Source	Federal Department of Homeland Security Emergency Food and Shelter Program (EFSP) grant funds, Phase 38.
Duration	Amendment #2 is effective upon signature with an eligible grant expenditure period of July 1, 2021 to October 31, 2021.
Previous Board Action/Review	The original agreement was approved at the Board Business meeting on 3-26-2020. Amendment #1 was approved at the Board Business meeting on 1-7-2021. Item at County Issues: 2-15-2022
Strategic Plan Alignment	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.
Counsel Review	Approved 1-31-2022 by Andrew Naylor.
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide brief explanation: Item is a grant amendment.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	#20-027, H3S#9625

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of Federal Subrecipient Grant Amendment #2 (attached) with Clackamas Women’s Services (CWS). A competitive Notice of Funding Opportunity (NOFO) was released in August 2019 for Emergency Shelter services, in partnership with Community Development.

CWS was one of two applicants that met the requirements in the NOFO to receive an award. Agreements under the NOFO award have been issued by both Social Services and Community Development using various funding sources.

The Federal Department of Homeland Security, Emergency Food and Shelter Program (EFSP), Phase 38 is the funding source of this Grant Amendment. The NOFO allows for the award of funding through June 30, 2023.

The Amendment was approved by County Counsel and is effective upon signature by all parties. The Amendment extends the agreement term to March 31, 2022, adds compensation of \$25,535.50 and an eligible grant expenditure period of July 1, 2021 – October 31, 2021, for a revised value of \$108,362.50. No County General Funds are required.

RECOMMENDATION:

Staff recommends the Board approval of this Grant Amendment, and authorization for the Chair to sign on behalf of the County.

Respectfully submitted,



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

Attachment:
Federal Subrecipient Grant Amendment #1 to #20-027, H3S#9625

Federal Subrecipient Grant Amendment (FY 21-22)
Clackamas County, Department of Health, Housing and Human Services

Subrecipient Agreement Number: 20-027

Board Order Number:

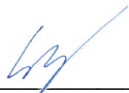
Department/Division: H3S, Social Services Division

Amendment No. 2

Subrecipient: Clackamas Women's Services

Amendment Requested By: Brenda Durbin

Approved to Form:



01/31/2022

County Counsel

Dated

Changes: Scope of Service
 Agreement Time

Agreement Budget
 Other:

Justification for Amendment:

This Amendment #2 is entered into between Clackamas Women's Services ("SUBRECIPIENT") and Clackamas County and shall become part of that Subrecipient Grant Agreement ("Agreement") entered into between both parties on March 26, 2020.

The Agreement provides for temporary emergency shelter bednight services at a confidential location, operated by SUBRECIPIENT, to un-housed individuals and families in Clackamas County who are survivors of domestic violence, and connect these individuals and families with permanent housing and other positive exit destinations as quickly as possible.

The revenue award to COUNTY allows an eligible expenditure period for Phase 38 from July 1, 2020 to October 31, 2021, however COUNTY is awarding SUBRECIPIENT an eligible grant expenditure period of July 1, 2021 to October 31, 2021 for unpaid bednights that begin in the current County fiscal year 2021-2022. This Amendment #2 extends the Agreement to March 31, 2022, adds a new eligible grant expenditure period within the Agreement term of July 1, 2021 to October 31, 2021, and adds additional compensation of \$25,535.50, to allow CWS to continue serving additional households.

A competitive Notice of Funding Opportunity ("NOFO") was released in August, 2019, for Emergency Shelter services, in partnership with Community Development. This is the third year of funding to CWS from the Emergency Food and Shelter Program ("EFSP"). EFSP funding for Phase 38 was received by the County in November 2021.

Maximum compensation is increased by \$25,535.50 to a revised value of \$108,362.50. This Amendment #2 is effective upon signature of both parties.

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.

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 to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2019** and not later than **May 31, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof.

This amendment extends the agreement to May 31, 2021. This amendment also adds additional compensation of \$24,521 to allow SUBRECIPIENT to continue serving additional households. Additional funds may be used to reimburse CWS for eligible expenses incurred during the time period between July 1, 2020 and May 31, 2021.

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, **and ends March 31, 2022.** Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2019** and not later than **October 31, 2021** unless this Agreement is sooner terminated or extended pursuant to the terms hereof.

Amendment #1 extends the agreement to May 31, 2021. This amendment also adds additional compensation **from Phase 37** of \$24,521 to allow SUBRECIPIENT to continue serving additional households. Additional funds may be used to reimburse SUBRECIPIENT for eligible expenses incurred during the time period between July 1, 2020 and May 31, 2021.

Amendment #2 extends the Agreement to March 31, 2022. Amendment #2 also adds additional compensation from Phase 38 of \$25,535.50 to allow SUBRECIPIENT to continue serving additional households. Additional funds may be used to reimburse SUBRECIPIENT for eligible expenses incurred during the time period between July 1, 2021 and October 31, 2021.

No grant funds are available for expenditures after the end date of the eligible grant expenditure period of this Agreement.

AMEND:

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in with the requirements of the EFSP **award number 36-708000-005 (Federal award date: 11/22/2019)** that is the source of the grant funding, in addition to Award Special Terms and Conditions, Program Information, and EFSP Manuals and Addendum, and other required information in Exhibits A- F, which are attached to and made a part of this agreement by this reference. SUBRECIPIENT shall further comply with any requirements required by the U.S. Department of Homeland Security, together with any and all 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 INCLUDE:

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in with the requirements of the **EFSP award number 36-708000-005 (Federal award date: 11/22/2019), EFSP award number 37-7080-00-005 (Federal award date: 10/16/2020), EFSP award number 38-708000-005 (Federal award date: 3/21/2021)**, that **are** the **sources** of the grant funding, in addition to Award Special Terms and Conditions, Program Information, and EFSP Manuals and Addendum, and other required information in Exhibits A- F, which are attached to and made a part of this agreement by this reference. SUBRECIPIENT shall further comply with any requirements required by the U.S. Department of Homeland Security, together with any and all 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,

Clackamas Women's Services (H3S# 9625)
Federal Subrecipient Grant Agreement 20-027 – Amendment # 2
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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 EFSP 36 (Catalogue of Federal Domestic Assistance [CFDA] #: 97.024) and EFSP 37 [CFDA] #: 97.024) issued to the COUNTY by the United Way on behalf of the U.S. Department of Homeland Security. The maximum, not to exceed, grant amount that the COUNTY will pay is \$82,827. This is a fixed unit price grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit D.2 Required Financial Reporting and Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment. Total funding for this Agreement is divided between funding periods as follows:
- a. July 1, 2019 and not later than March 31, 2020: \$58,306, EFSP Phase 36
 - b. July 1, 2020 and not later than May 31, 2021: \$24,521, EFSP Phase 37

TO READ:

4. **Grant Funds.** COUNTY's funding for this Agreement is the EFSP 36 (Catalogue of Federal Domestic Assistance [CFDA] #: 97.024), EFSP 37 [CFDA] #: 97.024), **and EFSP Phase 38 (CFDA # 97.024)** issued to the COUNTY by the United Way on behalf of the U.S. Department of Homeland Security. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$108,362.50**. This is a fixed unit price grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and **Exhibit D.3 Required Financial Reporting and Reimbursement Request**. Failure to comply with the terms of this Agreement may result in withholding of payment. Total funding for this Agreement is divided between funding periods as follows:
- c. July 1, 2019 and not later than March 31, 2020: \$58,306, EFSP Phase 36
 - d. July 1, 2020 and not later than May 31, 2021: \$24,521, EFSP Phase 37
 - e. **July 1, 2021 and not later than October 31, 2021: \$25,535.50 EFSP Phase 38**

AMEND:

- 9.
- g) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT will track and account for program expenditures for each award, EFSP Phase 36, and EFSP Phase 37, separately by each program budget within SUBRECIPIENT's financial system(s). SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.

TO READ:

- 9.
- g) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT will track and account for program expenditures for each award, EFSP Phase 36, EFSP Phase 37, **and EFSP Phase 38** separately by each program budget within SUBRECIPIENT's financial system(s). SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.

AMEND:

**EXHIBIT B
 SUBRECIPIENT Program Budget**

<p>PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 36 Funds, CFDA # 97.024</p>	<p>AGREEMENT No. 20-027</p>
<p>PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 37 Funds, CFDA # 97.024</p>	
<p>SUBRECIPIENT: CLACKAMAS WOMEN'S SERVICES</p>	

Total maximum compensation under this contract shall not exceed **\$82,827** of EFSP funds for emergency temporary shelter.

Total funding for this Agreement is divided between funding periods as follows:

- a.** July 1, 2019 and not later than March 31, 2020: **\$58,306**. The EFSP Phase 36 funds equate to 4,664.48 bed nights at \$12.50 per person in residence per night.
- b.** July 1, 2020 and not later than May 31, 2021: **\$24,521**. The EFSP Phase 37 funds equate to 1,961.68 bed nights at \$12.50 per person in residence per night.

TO READ:

**EXHIBIT B
 SUBRECIPIENT Program Budget**

<p>PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 36 Funds, CFDA # 97.024</p>	<p>AGREEMENT No. 20-027</p>
<p>PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 37 Funds, CFDA # 97.024</p>	
<p>PROJECT NAME: Temporary Emergency Shelter <i>Federal Emergency Food and Shelter Program (EFSP)</i> <i>EFSP Phase 38 Funds, CFDA # 97.024</i></p>	

SUBRECIPIENT: CLACKAMAS WOMEN'S SERVICES	

Total maximum compensation under this contract shall not exceed **\$108,362.50** of EFSP funds for emergency temporary shelter.

Total funding for this Agreement is divided between funding periods as follows:

- c. July 1, 2019 and not later than March 31, 2020: \$58,306. The EFSP Phase 36 funds equate to 4,664.48 bed nights at \$12.50 per person in residence per night.
- d. July 1, 2020 and not later than May 31, 2021: \$24,521. The EFSP Phase 37 funds equate to 1,961.68 bed nights at \$12.50 per person in residence per night.
- e. **July 1, 2021 and not later than October 31, 2021: \$25,535.50. The EFSP Phase 38 funds equate to 2,042.84 bed nights at \$12.50 per person in residence per night.**

AMEND:

EXHIBIT E: Award Special Terms and Conditions, Table 1

**EXHIBIT E
Award Special Terms and Conditions**

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 36 Funds, CFDA # 97.024	AGREEMENT No. 20-027
PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 37 Funds, CFDA # 97.024	
SUBRECIPIENT: CLACKAMAS WOMEN'S SERVICES	

TO READ:

**EXHIBIT E
Award Special Terms and Conditions**

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP), EFSP Phase 36 Funds, CFDA # 97.024	AGREEMENT No. 20-027
PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP), EFSP Phase 37 Funds, CFDA # 97.024	
PROJECT NAME: Temporary Emergency Shelter <i>Federal Emergency Food and Shelter Program (EFSP), EFSP Phase 38 Funds, CFDA # 97.024</i>	
SUBRECIPIENT: CLACKAMAS WOMEN'S SERVICES	

AMEND:

**EXHIBIT F
EFSP Phase 35 Manual
&
EFSP Phase 36 Addendum
&
*Phase 37 and CARES Addendum to the
Phase 35 Responsibilities and Requirements Manual
and the Phase 36 Addendum***

<p>PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 36 Funds, CFDA # 97.024</p> <p>PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 37 Funds, CFDA # 97.024</p>	<p>AGREEMENT No. 20-027</p>
<p>SUBRECIPIENT: CLACKAMAS WOMEN'S SERVICES</p>	

Incorporated by reference. The Phase 35 Emergency Food and Shelter Program Responsibilities and Requirements Manual (Phase 35 EFSP Manual) and Phase 36 Addendum are being used, in conjunction with the Phases 37 and CARES Addendum, for the administration of Phases 37 and CARES. This addendum provides updates to the Phase 35 EFSP Manual currently on the EFSP website to guide implementation of the program.

TO READ:

EXHIBIT F
EFSP Phase 35 Manual
&
EFSP Phase 36 Addendum
&
Phase 37 and CARES Addendum to the
Phase 35 Responsibilities and Requirements Manual
and the Phase 36 Addendum
&
Phase 38 Addendum

<p>PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP), EFSP Phase 36 Funds, CFDA # 97.024</p> <p>PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP), EFSP Phase 37 Funds, CFDA # 97.024</p> <p><i>PROJECT NAME: Temporary Emergency Shelter</i> <i>Federal Emergency Food and Shelter Program (EFSP), EFSP Phase 38 Funds, CFDA # 97.024</i></p>	<p>AGREEMENT No. 20-027</p>
<p>SUBRECIPIENT: CLACKAMAS WOMEN'S SERVICES</p>	

Incorporated by reference. The Phase 35 Emergency Food and Shelter Program Responsibilities and Requirements Manual (Phase 35 EFSP Manual) and Phase 36 Addendum are being used, in conjunction with the Phases 37 and CARES Addendum, for the administration of Phases 37 and CARES. This addendum provides updates to the Phase 35 EFSP Manual currently on the EFSP website to guide implementation of the program. ***The Phase 38 addendum provides updates to Phase 35, 36, 37 and CARES guidance.***

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #2 to be executed by their duly authorized officers.

SUBRECIPIENT



By: _____
Authorized Signature
Melissa Erlbaum, Executive Director
Clackamas Women's Services

CLACKAMAS COUNTY

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

01-26-2022

Dated

Tootie Smith, Chair
Board of County Commissioners

Date