

October 9, 2025

BCC Agenda Date/Item: _____

Clackamas County
Board of County Commissioners

Approval of an Amendment to a Local Subrecipient Grant Agreement with Central City Concern for Chez Ami mental health housing operations. Amendment Value is \$65,000 for 9 months. Total Agreement Value is \$504,600.72 for 3 years. Funding is through the Oregon Health Authority and Supportive Housing Services Measure Funds.

No County General Funds are involved.

Previous Board Action/Review	<ul style="list-style-type: none"> • Original Agreement July 25, 2024, Agenda Item 20240725 III.F.22; • Amendment #01 November 27, 2024, Agenda Item 20241127 I.D.7 		
Performance Clackamas	Safe, Secure, and Livable Communities		
Counsel Review	Yes – Ryan Hammond	Procurement Review	No
Contact Person	Karen Kern	Contact Phone	503-742-5335

EXECUTIVE SUMMARY: The Behavioral Health Division of the Health, Housing, and Human Services Department requests the approval of Amendment #02 to a Local Subrecipient Grant Agreement with Central City Concern for Chez Ami Mental Health Housing Operations. The amendment adds \$65,000.00 to the Agreement value through funds provided by the Housing and Community Development Division to support program operations.

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 using various local, state, and federal funding sources. Initially, operating costs were provided by the Department of Housing and Urban Development. It was later determined that these funds could not be utilized to fund ongoing operating costs, leaving the housing community with minimal operating funds. For nearly two decades, the Behavioral Health Division has awarded operating funds to Central City Concern to operate the two-story, alcohol- and drug-free community in accordance with the terms and conditions of the ground lease.

The Agreement's maximum value is increased to \$504,600.72 for 36 months through this Amendment. 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 this Amendment #02 (11706) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing and Human Services

Local Subrecipient Amendment

Subrecipient Agreement Number: 11706	Board Order Number: N/A
Department/Division: H3S/Behavioral Health	Amendment No. 02
Subrecipient: Central City Concern	Amendment Requested By: Mary Rumbaugh
Changes: <input type="checkbox"/> Scope of Service <input type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget () Other:

Justification for Amendment:

This Amendment #02 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 #02 increases the maximum compensation by \$65,000.00 for a revised sum total of \$504,600.72. The additional funds are being provided by COUNTY's Housing and Community Development Division, as one-time support in Fiscal Year 2026 for a Case Manager position at the Chez Ami Mental Health Housing community. SUBRECIPIENT is the general manager of the community. This Amendment #02 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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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 **\$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.

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 **\$504,600.72**. 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 Section 13.b., Indemnification:

- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

TO READ:

- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

SUBRECIPIENT agrees to indemnify, defend, save and hold harmless Metro Regional Government (Metro), and its officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon SUBRECIPIENT's acts or omissions in performing under this Agreement. However, neither SUBRECIPIENT nor any attorney engaged by SUBRECIPIENT shall defend the claim in the name of Metro, nor purport to act as legal representative of Metro, without first receiving from the Metro attorney's office authority to act as legal counsel for Metro, nor shall SUBRECIPIENT settle any claim on behalf of Metro without the approval of the Metro

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attorney's office. Metro may, at its election and expense, assume its own defense and settlement.

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 **\$439,600.72**.

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	\$ 23,322.40	\$ 28,710.29	\$ 28,710.29
Annual Totals	\$ 126,977.52	\$ 156,311.60	\$ 156,311.60
Agreement Total	\$439,600.72		

- 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

Clackamas County Behavioral Health Division
Accounts Payable
2051 Kaen Road, Suite #154
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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Budget Category	FY24 Budget	FY25 Budget	FY26 Budget
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Other Payroll Expenses	\$ 7,197.00	\$ 8,436.40	\$ 21,172.27
Materials and Supplies	\$ 27,673.62	\$ 28,780.56	\$ 28,780.56
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Administrative Costs	\$ 23,322.40	\$ 28,710.29	\$ 40,649.07
Annual Totals	\$ 126,977.52	\$ 156,311.60	\$ 221,311.60
Agreement Total	\$504,600.72		

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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.

CLACKAMAS COUNTY

By: _____

Its: _____

Dated: _____

Approved as to form:

By:  _____

County Counsel

Dated: 9/11/2025

CENTRAL CITY CONCERN

Signed by:
By:  _____
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Its: President & CEO

Dated: 9/15/2025