

March 5, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Revenue Agreement with Central City Concern for
Funding of Mental Health Services at Chez Am Apartments

Purpose/Outcomes	Central City Concern (CCC) pays the Behavioral Health Division (BHD) to provide on-site services to residents of the Chez Ami Apartments, a 40-unit affordable housing development for low-income people with disabilities.
Dollar Amount and Fiscal Impact	This is a revenue agreement. BHD will receive a total of \$191,092.
Funding Source	CCC received a Continuum of Care grant through the United States Department of Housing and Urban Development (HUD), which provides grant funds to CCC to be allocated for services at the Chez Ami Apartments – No County general funds are involved.
Safety Impact	None
Duration	Effective February 1, 2015 and terminates on January 31, 2016
Previous Board Action	The original agreement has been in place since February 2002. The last agreement was approved by the Board of County Commissioners on January 24, 2013 - agenda item 012413-A3.
Contact Person	Jill Archer, Director – Behavioral Health Division - 742-5336
Contract No.	7065

BACKGROUND:

In August 2000, the Board of County Commissioners authorized H3S to purchase a site for the Chez Ami Apartments located at 8358 SE Causey Avenue in Portland. The Board also approved a long-term ground lease with CCC to assure the use of the property for the term of the lease to serve low-income people with disabilities within Clackamas County.

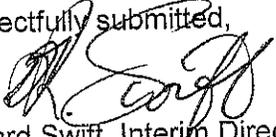
CCC received a Continuum of Care (CoC) grant through HUD for Chez Ami operations and supportive services; however, none of the funds received through the CoC grant for operations or services can be considered income to CCC. Federal layering rules do not allow the use of CoC operating and service funds with tax credits and other Federal funds in the same project. This is one of two agreements to remedy the tax credit accounting problem.

This agreement commences February 1, 2015 and terminates January 31, 2016. County Counsel reviewed and approved this agreement February 19, 2015. This contract is retroactive due to staff turnover.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over the text "Respectfully submitted,".

Richard Swift, Interim Director

**CHEZ AMI
SERVICES AGREEMENT**

This Agreement is made this 1st day of February, 2015, between **CENTRAL CITY CONCERN**, an Oregon non-profit corporation ("Central City"), and **CLACKAMAS COUNTY BEHAVIORAL HEALTH DIVISION** ("CCBHD").

- A. Central City, as general partner of Chez Ami, is general manager of a 40-unit affordable housing project that delivers mental health services to residents of Clackamas County, Oregon, and provides affordable housing to such residents in connection with the delivery of those services (the "Project").
- B. Central City has received a Continuum of Care Program ("CoC") grant from the United States Department of Housing and Urban Development ("HUD"), which provides grant funds to Central City in connection with the Project.
- C. The parties desire to enter into this agreement to memorialize certain understandings regarding the funding of Project services.

NOW, THEREFORE, the parties agree as follows:

- 1. Central City HUD CoC Grant: Portions of Central City's CoC grant will be dedicated to Project services. Central City will pay to County on behalf of CCBHD One Hundred Ninety One Thousand Ninety Two Dollars (\$191,092.00), all from Central City's CoC grant in order to fund the Project services delivered through CCBHD. Payment will be made in monthly installments as invoiced by CCBHD on the first day of each month during the year.

Central City will be considered in breach of contract if payment is not received within 30 days of due date.

- 2. County on behalf of CCBHD, as subrecipient of Central City's CoC grant, agrees to the following terms as required by HUD:
 - a) CCBHD will maintain the confidentiality of records pertaining to any individual or family that is provided treatment services through the Project.
 - b) CCBHD will provide information, such as data and reports, as required by HUD or Central City.
 - c) CCBHD will operate the Project in accordance with the provisions of the Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C 11301 et seq and all requirements under 24 CFR 578.

Chez Ami - Services Agreement

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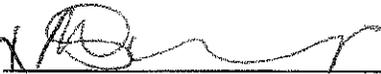
3. Annual Review. The agreement contained herein is subject to annual review and availability of funds. The parties, nonetheless, agree to continue the foregoing funding arrangement from year to year, subject to extension of the CoC grant.

4. This contract is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated thereof. Any provisions herein which would conflict with law are deemed inoperative to that extent.

E. This contract is effective **February 1, 2015** and terminates **January 31, 2016**.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

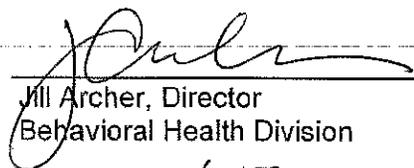
CENTRAL CITY CONCERN,
an Oregon non-profit corporation

By: 

Mariet Steenkamp, CFO
~~Sr. Director of Financial Services~~

Date: 2/17/2015

CLACKAMAS COUNTY

By: 

Jill Archer, Director
Behavioral Health Division

Date: 2-18-15

By: _____
Cindy Becker, Director
Health, Housing and Human Services Department

Date: _____