

October 16, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Revenue Grant Agreement with the U.S. Department of Housing and Urban Development for Emergency Solutions Grant funding for homeless services and facilities. Grant Value is \$191,357 for 2 years. Funding is through the U.S. Department of Housing and Urban Development. No County General Funds are involved.

Previous Board Action/Review	• Action Plan Public Hearing, April 10, 2025, 20250410 III. A. • Action Plan & Grant Application Approval, June 18, 2025, 20250618 XII.F.12.		
Performance Clackamas	Safe, Secure, and Livable Communities & Healthy People.		
Counsel Review	Yes – Ryan Hammond	Procurement Review	NA
Contact Person	Mark Sirois	Contact Phone	503-351-7240

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division (HCDD), Health, Housing & Human Services requests approval of a grant agreement with the U.S. Department of Housing and Urban Development (HUD) for an FY2025 award of Emergency Solutions Grant (ESG) funds.

ESG funding is braided with other funding sources to support the provision of homeless services by Clackamas County.

The ESG grant of \$191,357 has a 100% match requirement that is met by state homeless funding and Metro homeless services funding. The FY25 ESG grant funds must be spent before June 30, 2027.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve the Grant Agreement (12323) 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

For Filing Use Only

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Clackamas County 2051 KAEN RD OREGON CITY, OR 97045-4035	12. Assistance listing number and title: 14.231, Emergency Solutions Grants Program
2. Recipient's Unique Entity Identifier: NVWKAVB8JND6	13. Amount of federal funds obligated by this action: \$191,357.00
3. Tax identification number: 936002286	14. Total amount of federal funds obligated: \$191,357.00
4. Federal Award Identification Number (FAIN): E25UC410001	15. Total approved cost sharing (if applicable): \$191,357.00 (See Addendum 2)
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: \$382,714.00
6. Period of performance start and end date:	17. Budget approved by HUD:
7. Budget period start and end date:	18. Fiscal year: 2025
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 11371 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. 576
23. Federal award description: The Emergency Solutions Grant Program is designed to assist people with quickly regaining stability in permanent housing after experiencing a housing crisis and/or homelessness. - Addendum 1. Policy Requirements - Addendum 2. Program-Specific Requirements - Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Emergency Solutions Grants program statute 42 U.S.C. 11371 et seq., the program regulations at 24 C.F.R. § 576 (as now in effect and as may be amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
 - ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
 - ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
 - ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
 - ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

U.S. Department of Housing and Urban Development — Federal Award Agreement

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions

Not applicable ☒ Attached ☐

U.S. Department of Housing and Urban Development — Federal Award Agreement

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date/ Federal Award Date
For the Recipient (name and title of authorized official)	Signature	Date

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended ([8 U.S.C. 1601-1646](#)) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, [Executive Order 14218](#), or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing Number 14.231, Emergency Solutions Grants Program

1. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-25-02 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-25-02, under the condition that the costs are otherwise allowable and were incurred on or after the date HUD received the Recipient's Consolidated Plan submission, the Recipient's program year start date, or 90 calendar days before the period of performance start date in **Box 6** (whichever is latest).
2. The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 C.F.R. Part 58; except that if the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.
3. To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Agreement without the Recipient's execution of the amendment or other consent.
4. Despite any requirements that provide otherwise, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 C.F.R. 576.2 as a condition for receiving assistance, and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.
5. Cost sharing is defined in 2 C.F.R. Part 200 to include match, which is the required level of cost share that must be provided. **Box 15** reflects the total match amount the recipient is required to contribute, as determined in accordance with 24 CFR 576.201.

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

- ☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☒ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

If renewal or direct appropriation, complete sections I, II, IV & V only. Section III is not required.

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

****CONCEPTION****

Section I: Funding Opportunity Information - To Be Completed by Requester

Award type: ☐ Direct Appropriation (no application)
☐ Subrecipient Award ☒ Direct Award

Award Renewal? ☒ Yes ☐ No

Lead Fund # and Department:	240 HEALTH HOUSING AND HUMAN SERVICES
Name of Funding Opportunity:	EMERGENCY SOLUTIONS GRANT

Funding Source: ☒ Federal – Direct ☐ Federal – Pass through ☐ State ☐ Local

Requestor Information: (Name of staff initiating form)	MARK SIROIS
Requestor Contact Information:	marksir@clackamas.us
Department Fiscal Representative:	Scott Vandecovering
Program Name & Prior Project #: (please specify)	CFDA 14.231 EMERGENCY SOLUTIONS GRANT 400725700

Brief Description of Project:

The Department of Health, Housing and Human Services (H3S) programs and services to assist low-income and vulnerable populations including homelessness, low income neighborhoods, disabled persons, unemployed persons, and food insecure people. This Emergency Solutions Grant (ESG) annual allocation grant provides funds for homeless services administration, homeless management information staffing, community based homeless shelter and rent assistance programs.

Name of Funding Agency: U.S Department of Housing and Urban Development (HUD)

Notification of Funding Opportunity Web Address: https://www.hud.gov/program_offices

OR

Application Packet Attached: ☐ Yes ☒ No

Completed By:

Date:

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To Be Completed by Department Fiscal Rep

☐ Competitive Application ☒ Non-Competing Application ☐ Other

Assistance Listing Number (ALN), if applicable:	CFDA 14.231	Funding Agency Award Notification Date:	5/14/2025
Announcement Date:	5/14/2025	Announcement/Opportunity #:	CFDA 14.231
Grant Category/Title	EMERGENCY SOLUTIONS GRANT	Funding Amount Requested:	\$191,357
Allows Indirect/Rate:	Yes	Match Requirement:	100% THROUGH STATE HOMELESS SERVICES FUNDS
Application Deadline:	NA	Total Project Cost:	NA
Award Start Date:	7/1/2025	Other Deadlines and Description:	NA
Award End Date	6/30/2027		
Completed By:	Mark Sirois	Program Income Requirements:	NA
Pre-Application Meeting Schedule:	NA		

Additional funding sources available to fund this program? Please describe:

NONE

How much General Fund will be used to cover costs in this program, including indirect expenses?

NONE

How much Fund Balance will be used to cover costs in this program, including indirect expenses?

NONE

In the next section, limit answers to space available.

Section III: Funding Opportunity Information - To Be Completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Fiscal

1. Are there other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list all funding sources and amounts.

2. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, local grant, etc.)?

3. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sun setting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

2. Who, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this funding opportunity? How will we meet these objectives?

Other information necessary to understand this award, if any.

Program Approval:

Mark Sirois

6/2/2025

Mark Sirois

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)

Shannon Callahan

06/02/2025


Shannon Callahan (Jun 2, 2025 16:26 PDT)

Name (Typed/Printed)

Date

Signature

DEPARTMENT DIRECTOR (or designee, if applicable)

Philip Mason-Joyner

06/02/2025



Name (Typed/Printed)

Date

Signature

FINANCE ADMINISTRATION

Elizabeth Comfort

06/02/2025



Name (Typed/Printed)

Date

Signature

EOC COMMAND APPROVAL **WHEN NEEDED FOR DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY**

Name (Typed/Printed)

Date

Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications \$150,000 and below:

COUNTY ADMINISTRATOR	Approved: ☐	Denied: ☐
Name (Typed/Printed)	Date	Signature

For applications up to and including \$150,000 email form to BCC staff at CA-Financialteam@clackamas.us for Gary Schmidt's approval.

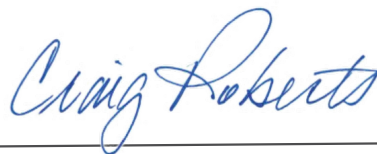
For applications \$150,000.01 and above, email form with Staff Report to the Clerk to the Board at ClerktotheBoard@clackamas.us to be brought to the consent agenda.

BCC Agenda item #: 20250618 XII.F.12

Date: 06/18/2025

OR

Policy Session Date:



County Administration Attestation

County Administration: re-route to department at

and

Grants Manager at financegrants@clackamas.us

when fully approved.

Department: keep original with your grant file.