

To request translation or disability-related accommodations, please contact us at **hcddadmin@clackamas.us | 971-442-3954.**

Si quiere solicitar servicios de traducción o adaptaciones para la discapacidad, contáctenos en/al **hcddadmin@clackamas.us | 971-442-3954.**

Чтобы запросить перевод или приспособления, связанные с инвалидностью, пожалуйста, свяжитесь с нами по: **hcddadmin@clackamas.us | 971-442-3954.**

Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними: **hcddadmin@clackamas.us | 971-442-3954.**

如需翻译服务或残障相关的协助，请与我们联系：**hcddadmin@clackamas.us | 971-442-3954。**

Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **hcddadmin@clackamas.us | 971-442-3954.**



Clackamas County
www.clackamas.us

August 13, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of an Amendment to a Revenue Agreement with the Oregon Housing and Community Services Department for revised rapid rehousing eligibility. Amendment Value is no fiscal impact and 1 year. Total Agreement Value is \$912,170.91 for 3 years. Funding is through the Oregon Housing and Community Services Department. No County General Funds are involved.

Previous Board Action/Review: Original Agreement August 13, 2024, Agenda Item 20240815 II.D.2;

Performance Clackamas: Safe, Secure, and Livable Communities

Counsel Review: Yes: Adrew Naylor

Contact Person: Vahid Brown

Procurement Review: N/A

Contact Phone: 971-332-9870

EXECUTIVE SUMMARY: The Housing and Community Development Division (HCDD) of the Health, Housing, and Human Services Department requests approval of an Amendment to a Grant Agreement with the State of Oregon acting by and through its Housing and Community Services Department to fund rapid re-housing programming as part of the Oregon Rehousing Initiative (ORI), in accordance with Governor Tina Kotek's Executive Order (EO) 24-02. Funding is through Senate Bill (SB) 5701 to build upon the investments already made in response to the original state of emergency due to homelessness (EO 23-02).

Households successfully served in the rapid rehousing program provided through House Bill (HB) 5019 (EO 23-02) are currently being transitioned to the state's new long term rental assistance program (LTRA) or are graduating from housing assistance. However, recognizing the ongoing need for rapid re-housing program capacity, the state has launched the Oregon Rehousing Initiative to continue the housing placement momentum gained with EO 23-02 programming. This funding is critical to sustaining our effort to end homelessness for households in rural Clackamas County.

The purpose of this Amendment is to revise the completion date for use of funds and to clearly define the eligible categories from the use of the funds list.

RECOMMENDATION: Staff respectfully request that the Board of County Commissioners approve the Amendment to a Grant Agreement (11789) 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

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677
www.clackamas.us

**State of Oregon
Grant Agreement No. 8250
Amendment No. 1**

**Oregon Rehousing Initiative
In Accordance with Executive Order 24-02 (extended by Executive Order 25-01)
Oregon's Emergency Homelessness Response**

This is Amendment No. 1 ("Amendment") to Grant Agreement No. 8250, dated September 3, 2024 (the "Agreement") executed by and between the State of Oregon, acting by and through its Housing and Community Services Department ("Agency"), and Clackamas County ("Grantee"), each a "Party" and, together, the "Parties".

RECITALS

- A.** The purposes of this Amendment are to: (1) allow Grantee to use Grant Funds for new household placements, to the extent there are Grant Funds remaining; (2) clarify Agreement terms, eligibility categories, and use of Grant Funds; (3) remove restrictive covenant requirements which obligate Grantee to enforce restrictive use requirements relating to unit access activities; and (4) align Agreement with changes to the administrative rules at chapter 813 division 270.
- B.** Funding Source: Other funds, provided by Senate Bill 5701 (2024).

For good and sufficient consideration, including the terms and conditions of this Amendment, the Parties agree as follows:

AMENDMENT

The Agreement is hereby amended as follows effective upon signature by all Parties and approval required by law. New language is indicated by **bolding and underlining** and deleted language is indicated by ~~**bolding and striking**~~ unless a section is replaced in its entirety:

- 1.** Amend Section 6.1 (Authorized Expenses) as follows:

- 6.1** Following expenditures by Grantee and submission to Agency of a report detailing such expenditures in such form as is satisfactory to or required by Agency, Agency will reimburse Grantee for Authorized Expenses up to the amount of **NINE HUNDRED TWELVE THOUSAND, ONE HUNDRED SEVENTY DOLLARS and ninety-one cents (\$912,170.91)** following receipt of requests by Grantee for such reimbursement. Authorized Expenses will only be reimbursed if incurred during the period from April 17, 2024 until June 30, 2027 (the "Performance Period"). Each such reimbursement request will be made following, and in accordance with, a Notice of Allocation ("NOA") issued by Agency to Grantee, including but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories. Grantee will submit requests for

reimbursement under this Section 6.1 at least quarterly and in such form and manner as is satisfactory to or required by Agency. Agency and Grantee may by mutual agreement modify or terminate a NOA at any time. In the event of a conflict between any NOA and the terms of this Agreement, including but not limited to the not-to-exceed amount set forth under this Agreement, the terms of this Agreement will prevail. Grantee shall complete the requirements set forth in the “Goals” section of Exhibit B by June 30, 2025. After June 30, 2025 and until June 30, 2027, Agency will reimburse Grantee for Authorized Expenses relating to sustaining and maintaining the completed goals specified in the “Goals” section of Exhibit B (“Authorized Maintenance Expenses”). **To the extent Grantee reasonably determines that there will be remaining Grant Funds, Grantee may use the remaining Grant Funds to enroll new households. Newly placed households will not count towards Grantee’s Regional Goal set forth in Exhibit B.**

2. Amend Section 8.1 (Agency’s Authorized Representative) as follows:

8.1 Agency’s Authorized Representative is:

~~Liz Hearn
725 Summer Street NE, Suite B
Salem, OR 97301
Liz.Hearn@hcs.oregon.gov~~

Kelsie Cruz
725 Summer Street NE, Suite B
Salem, OR 97301
503-428-7509
kelsie.a.cruz@hcs.oregon.gov

3. Amend Section 8.2 (Grantee Information and Certification) as follows:

8.2 Grantee Information and Certification:

~~Adam Brown
2051 Kaen Road
Oregon City, OR 97045
abrown@clackamas.us~~

Vahid Brown
2051 Kaen Road
Oregon City, OR 97045
971-334-9870
vbrown@clackamas.us

4. Amend Section 17.3 as follows:

17.3 Grantee fails to incur expenses, or to satisfy performance measures, at a rate or in a manner that would result in complete expenditure of the Grant Funds in accordance with this Agreement, ~~on or before June 30, 2027, or successful completion of all performance measures under this Agreement, on or before June 30, 2025, as determined by Agency in its sole discretion.~~

5. Amend Exhibit A, Part 2.E. (Client Evaluation) as follows:

E. Client Evaluation. Grantee shall conduct an initial evaluation of clients in accordance with local CoC requirements applicable at the time of client evaluation. For the purposes of client

eligibility, Grantee must determine which category of housing status each household meets. Eligibility based on housing status shall be determined based upon the initial engagement with the client.

The eligibility categories are as follows:

Category 1: Literally Homeless – Individual or family that lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground);
- Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelters, and hotels or motels paid for by charitable organizations or by federal, state or local government programs); or
- Exiting an institution where the individual or family has resided AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

~~**Category 2: Imminent Risk of Homelessness**—Individual or family that will lose their primary nighttime residence provided that:~~

- ~~• The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;~~
- ~~• No subsequent residence has been identified; AND~~
- ~~• The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.~~

Category 3: Homeless Under Other Federal Statutes – Unaccompanied youth under 25 years of age, or families with children and youth, who do not ~~otherwise~~ qualify as homeless under another category, ~~(literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence)~~ but who:

- Are defined as homeless under ~~other listed~~ a federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the Program assistance eligibility determination;

- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; AND
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.
- **Other Applicable** Federal Statutes include:
 - Runaway and Homeless Youth Act (34 U.S.C. sec. 11201 to 11281)
 - Head Start Act (42 U.S.C. 98301 et seq.);
 - ~~Part N of the~~ Violence against Women Act of 1994 (34 U.S.C. sec. 12511 to 12512) (VAWA);
 - Section 330 of the Public Health Service Act (42 U.S.C. 254b and 254b-1);
 - Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.);
 - Section 17 of the Child Nutrition Act of 1966 (42 U.S.C. 1786); and
 - Subtitle VII-B of the McKinney-Vento **Homeless Assistance** Act (42 U.S.C. 11431 et seq.)

Category 4: Fleeing/Attempting to Flee Domestic Violence – Individual or family that:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other ~~safe~~ residence; AND
- Lacks the resources or support networks to obtain other permanent housing.

~~Category 5: Unstably Housed~~—Individual or family that:

- ~~Is at risk of losing their housing, and does not otherwise qualify as homeless under Categories 1-4 listed above;~~
- ~~Has been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; AND~~
- ~~Lacks the resources or support networks to obtain other permanent housing.~~

~~Category 6: Unsheltered Homelessness~~—Individual or family that is living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground).

~~Client eligibility criteria for each of the above categories are as follows:~~

~~○ Rapid Rehousing Client Eligibility Criteria:~~

~~* Household must meet the following Housing Status Criteria at time of initial engagement:~~

- ~~• Category 1: Literally Homeless~~
- ~~• Category 3: Homeless Under Other Federal Statutes~~
- ~~• Category 4: Fleeing/Attempting to Flee Domestic Violence~~
- ~~• Category 6: Unsheltered Homelessness~~

~~○ Grant Funds under this Agreement are not allowed to be used for households meeting Category 2, Imminent Risk of Homelessness or Category 5, Unstably Housed. Prevention funding will be deployed to local communities through other agreements.~~

6. Amend Exhibit A, Part 2.F. (Use of Grant Funds) as follows:

F. Use of Grant Funds. Consistent with the Plan as well as any applicable NOA, Grant Funds may be utilized for the following purposes:

- i) Street outreach services, including housing navigation and placement services, as well as Coordinated Entry planning and delivery.
- ii) Rapid rehousing services for people exiting homelessness. Rental assistance commitments, when utilized under rapid rehousing services, may be issued for up to a 24-month period of time after client move in and may also be issued in the form of an upfront payment to the landlord. Rental assistance commitments may include pre-paid costs to encourage landlord participation. Costs may also include ~~paying for damages or~~ past due housing debt, which could include past damages, to secure new units or resources, as well as move-in direct financial assistance. Supportive housing services may be provided for block-leased units and-for households that are rehoused pursuant to this Agreement to ensure participants are able to stay securely housed and landlords are supported for various needs. Grantee must prioritize sustaining existing households before enrolling new households.
- iii) Unit Access services, including landlord incentives to secure available units, through block leasing strategies or other means. ~~Renovation, rehabilitation, and conversion of units~~ Unit repair costs are allowable with prior Agency consent ~~when it results in the addition of units for permanent housing for the rehousing program in accordance with this Agreement.~~
- iv) For all clients who are re-housed utilizing Grant Funds prior to January 10, 2026, Grantee is required to provide landlord with documentation showing that the landlord

participated in the Program to ensure Agency can provide further guarantees of financial assistance through the **Housing Choice** Landlord Guarantee Program. Agency shall provide templates that Grantee may use for this purpose.

- v) Costs associated with data collection and entry.
- vi) Administrative costs up to the limit outlined in the Plan including, but not limited to:
 - (1) Senior executive management personnel salaries and benefits (unless they are directly involved in Program operations), administrative staff travel costs;
 - (2) General services such as accounting, budget development, personnel, contracting, marketing, agency audit, and agency insurance;
 - (3) Board expenses (excluding meals);
 - (4) Planning and implementation of Multi Agency Coordination (MAC) Group or Local Planning Group (LPG) infrastructure;
 - (5) Organization-wide membership fees and dues specific to the Program;
 - (6) General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan); and
 - (7) Equipment rental/purchase, insurance, utilities, and information technology costs that are not specific to the Program but relate to the administration of the Grantee as a whole.

Grantee may also utilize Grant Funds to address the specific needs of various homeless subpopulations as set forth in the Plan. Targeting of funds must not violate the Fair Housing Act or other applicable anti-discrimination requirements.

7. Amend Exhibit A, Part 4 (Performance Measures) as follows:

4. Performance Measures

Grantee shall, and shall cause and require, its subcontractors by written agreement to conduct the Grant Activities in a manner consistent with the requirements of this Agreement and to achieve the following performance goals, as well as the performance goals that are outlined in the Plan:

- A. Increased housing stability as measured by the number of households who were successfully rehoused and who met eligibility criteria as outlined in this Agreement before ~~June 30, 2025~~ June 30, 2027, unless otherwise stated.
 - B. Reduced the length of time participants spend homeless by having the average length of time from participant identification and program enrollment to moving into housing being 45 days or less, or as otherwise approved by Agency.
 - C. Increase in housing stability by assisting 80% of all participants, or as otherwise approved by Agency, who exit the program maintain their permanent housing or relocate to another permanent housing destination
8. Exhibit A, Part 5 (Restrictive Covenants for Housing Facilities) is deleted in its entirety. Activities under this Agreement are not subject to restrictive use requirements.
 9. Amend the “Directions” portion of Exhibit B (Oregon Rehousing Initiative Regional Plan – Goals & Milestones) as follows:

Exhibit B
Oregon Rehousing Initiative Regional Plan – Goals & Milestones

REGIONAL GOAL: Our region will rehouse 75 households by June 30, 2025 through this statewide rehousing program.

Goals & Milestones

Directions: Please indicate your region’s monthly milestones in the table below. The total number of households rehoused each month is required, and other milestones may be added each month as applicable. The Narrative column may be used to add any details on how your region intends to meet the milestones indicated. ~~As a reminder, while funds may be expended through 6/30/2027, rehousing placements must take place by 6/30/2025.~~

Except as expressly amended above, all other terms and conditions of the Agreement, as amended, remain in full force and effect. Grantee certifies that the representations, warranties, and certifications contained in the Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

This Amendment may be executed in two or more counterparts, each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

(The remainder of this page has been left blank intentionally. Signatures follow.)

Certification: By signature on this Amendment, the undersigned hereby certifies for Grantee under penalty of perjury that the undersigned is authorized to act on behalf of Grantee and that Grantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150; 403.200 to 403.250; ORS chapters 118, 314, 316, 317, 318, 321, and 323; and local taxes administered by the Department of Revenue under ORS 305.620.

SIGNATURES

CLACKAMAS COUNTY

Signature: _____ Date: _____

Printed Name: _____ Title: _____

OREGON HOUSING AND COMMUNITY SERVICES

Signature: _____ Date: _____

Phillip Andrews, Designated Procurement Officer

Agency Grant Administrator Approval:

Signature: _____ Date: _____

Kelsie Cruz, Program Analyst

DEPARTMENT OF JUSTICE *(Approved for Legal Sufficiency in accordance with ORS 291.047)*

Signature: SR AAG Zoey Kohn Date: 5/29/2026