

Mary Rumbaugh Director

Approval of a Revenue Grant Agreement with the U.S. Department of Housing and Urban Development for affordable housing projects funds. Grant Value is \$910,234.29 for 8 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	Safe, Secure, and Livable Communities.				
Clackamas					
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 with the U.S. Department of Housing and Urban Development (HUD) for an FY2025 award of HOME Investment Partnership Grant (HOME) funds.

Clackamas County was sent the HOME Approval on September 18, 2025, with signature process instructions. HOME funds are designed to create affordable housing for low-income households. These funds can be used for activities such as building, buying, and/or rehabilitating affordable housing. Each HOME fund loan awarded by Clackamas County to a community partner is brought to the board for consideration and approval.

The HOME grant of \$910,234.29 has a 25% match requirement, which is provided annually through the value of foregone property taxes on past affordable housing projects. The FY25 HOME funds must be spent on eligible affordable housing projects in the next 8 years.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve the Grant Agreement (12322) 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	12. Assistance listing number and title:
name) and address:	14.239, HOME Investment Partnerships Program
Clackamas County	
2051 KAEN RD	
OREGON CITY, OR 97045-4035	
2. Recipient's Unique Entity Identifier:	13. Amount of federal funds obligated by this action:
NVWKAVB8JND6	\$910,234.29
3. Tax identification number:	14. Total amount of federal funds obligated:
936002286	\$910,234.29
4. Federal Award Identification Number (FAIN):	15. Total approved cost sharing (if applicable):
M25UC410201	See Addendum 2
5. Instrument type:	16. Total federal award amount, including approved cost
Grant Cooperative agreement	sharing:
Loan Guarantee	\$910,234.29
6. Period of performance start and end date:	17. Budget approved by HUD:
- 09/30/2034	
7. Budget period start and end date:	18. Fiscal year:
FY 2025 through FY 2033	See Addendum 2
8. Initial Agreement Amendment #	19. Statutory authority:
	42 U.S.C. 12701 et seq
9. Indirect cost rate (per § 200.414):	20. Applicable appropriations act(s):
Recipients must complete Addendum 3: Indirect Cost	Public Law 118-158, Public Law 119-4
Rate Schedule	
10. Is this award for research and development (per 2	21. Notice/notice of funding opportunity this award is
C.F.R. § 200.1)? Yes ☐ No ⊠	made under (if applicable):
,	N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable):
-	24 C.F.R. Part 92
23. Federal award description:	
Under the HOME Investment Partnerships Program, HUD	allocates funds by formula among eligible State and local
governments to strengthen public-private partnerships ar	
affordable housing, with primary attention to rental housi	
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 HOME Investment Partnerships program statute 42 U.S.C. 12701 et seq., the program regulations at 24 C.F.R. § 92 (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.	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

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program requirements and in a manner consistent with applicable law.

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

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.

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C. Federal Award Performance Goal The Recipient must meet any applicable applicable program requirements.		dicators, targets, and baseline data as required by
D. Specific Terms and Conditions	Not applicable 🛚	Attached
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For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official)	Signature	Date

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ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

- 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 antidiscrimination 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.

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ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.239, HOME Investment Partnerships Program

- 1. For the purposes of this Agreement and any applicable addenda, the term "recipient" shall have the meaning of "grantee", "participating jurisdiction" as defined in 24 C.F.R. 92.2., or "insular area" as defined in 24 C.F.R. 92.2.
- 2. Community Housing Development Organizations (CHDOs). When 42 U.S.C. 12771(b) is suspended by a given year's appropriations, the Secretary shall not deduct funds set aside for CHDOs from the Recipient's HOME Investment Trust Fund for failure to reserve those funds for projects owned, developed, or sponsored by CHDOs within 24 months after the last day of the month in which HUD notifies the Recipient of HUD's execution of this Agreement.
- 3. Commitment. When 42 U.S.C. 12749(g) is suspended by a given year's appropriations, the Recipient's ability to commit funds provided through this Agreement will not expire 24 months after the last day of the month in which such funds are deposited in the jurisdiction's HOME Investment Trust Fund.
- 4. *Deobligations*. To the extent authorized by HUD regulations at 24 C.F.R. Part 92, HUD may, by its execution of an amendment to this Agreement, deobligate funds previously awarded to the Recipient without the Recipient's execution of the amendment or other consent.
- 5. State Environmental Review. If a Recipient is a State, as defined in 24 C.F.R. 92.2, and the Recipient provides HOME funds to a "State recipient", as that term is defined in 24 CFR 92.2, then the Recipient must require that the "State recipient" shall assume responsibility for the environmental review in accordance with 24 CFR 92.352 in the written agreement entered into pursuant to 24 CFR 92.504. Notwithstanding the foregoing, as per 24 CFR 92.504(c)(1)(vi), the "State recipient" shall not assume the Recipient's responsibilities for release of funds under 24 CFR 92.352.
- 6. Reallocations. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient's execution of the amendment or other consent.
- 7. Repayments. The Recipient agrees that funds invested in affordable housing under 24 C.F.R. Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 C.F.R. Part 92.
- 8. Cost Sharing. This award is subject to match provisions in 24 C.F.R. 92.64(a)(1) and 24 C.F.R. 92.218-222, as applicable. The amount of match that a recipient may be required to provide in a year is not based upon the amount of the recipient's award. Under 24 C.F.R. 92.218, the amount of match that a recipient may be required to provide is determined by the type of eligible costs incurred by the recipient and the amount of funds drawn from the HOME Investment Trust Fund Treasury Account in that year. Since these factors are fact-sensitive, the amount of match is not included in either Box 15 or Box 16 of this Agreement.

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9. Funding Information:

Source of Funds	Appropriation Code	PAS Code	Amount
2023	86 3/6 0205	HMF (M)	\$4,522.42
2024	86 <i>4/7</i> 0205	HMF (N)	\$3,394.29
2025	86 5/8 0205	HMF (P)	\$902,31 <i>7</i> .58

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
	%	
	%	
	%	

<u>Instructions for the Recipient:</u>

The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient'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 Recipient 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) Award Renewal? Award Renewal? Yes No					
Lead Fund # and Department:	240 HEALTH	HOUSING AND HU			
Name of Funding Opportunity:	HOME INVES	TMENT PARTNER	SHIPS GRANT		
Funding Source: Federal – Direct		Federal – Pass through	State	Local	
Requestor Information: (Name of staff in	itiating form)	MARK SIROIS			
Requestor Contact Information:		marksir@clackamas.us			
Department Fiscal Representative:		Scott Vandecovering			
Program Name & Prior Project #: (please	specify)	CFDA 14.239 HOME GI	RANT 400725600		
Brief Description of Project:		ı			
Name of Funding Agency: U.S Department Notification of Funding Opportunity Web OR Application Packet Attached:	ent of Housing and Urb Address: https://www	van Development (HUD)	my.		
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 Other					
Assistance Listing Number (ALN), if applicable		<u> </u>	Funding Agency Award Notification D	ate: 5/4.4/0005	
Announcement Date:	6: CFDA 14.239 5/14/2025		Announcement/Opportunity #:	5/14/2025 CFDA 14.239	
Grant Category/Title	HOME GRAN	т	Funding Amount Requested:	\$910,234.29	
Allows Indirect/Rate:	Yes	'	Match Requirement:		perty tax savings)
Application Deadline:	NA NA		Total Project Cost:	NA	outingo,
Award Start Date:	7/1/2025		Other Deadlines and Description:		
Award End Date	6/30/2032		other beautifies and bescription.	NA	
Completed By:	Mark Sirois		Program Income Requirements:	Program Income n	nust be spent on HOME Projects
Pre-Application Meeting Schedule:	NA				

 $\label{prop:control} \mbox{Additional funding sources available to fund this program? Please describe:}$

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.)?

C	ollaboration
1.	List County d

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

Reporting Requirements	Re	portin	g Red	iuiren	nents
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1	What are the program	roporting	requirements	forthic	arant/funding	annortunity?

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

DIVISION DIRECTOR (or designee, if applicable) 06/02/2025 Shannon Callahan Name (Typed/Printed) Date Signature DEPARTMENT DIRECTOR (or designee, if applicable) 06/02/2025 Philip Mason-Joyner Name (Typed/Printed) Date Signature Elizabeth Comfort FINANCE ADMINISTRATION 06/03/2025 Elizabeth Comfort 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. Craig Hoberts BCC Agenda item #: 20250618 XII.F.12 06/18/2025 Policy Session Date: County Administration Attestation County Administration: re-route to department at

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Grants Manager at financegrants@clackamas.us

Department: keep original with your grant file.

when fully approved.