

September 4, 2025

BCC Agenda Date/Item: _____

Housing Authority Board of Commissioners
Clackamas County

Approval of an Amendment to an Intergovernmental Agreement with Clackamas County to receive funds from the County for the coordinated delivery of housing and homeless services. Amendment Value is \$30,050,409.96 for 1 year. Total Agreement Value is \$61,527,111.33 for 5 years. Funding is through State Emergency Order funds and Regional Supportive Housing Services Measure funds. No County General Funds are involved.

Previous Board Action/Review	Original Intergovernmental Agreement Approved, January 30, 2025, Agenda Item 20250130 I.A		
Performance Clackamas	This funding aligns with the County's Performance Clackamas goal to ensure safe, healthy, and secure communities.		
Counsel Review	Yes: Ryan Hammond	Procurement Review	NA
Contact Person	Shannon Callahan	Contact Phone	971-480-0189

EXECUTIVE SUMMARY: The Housing Authority of Clackamas County (HACC) within the Housing and Community Development Division of the Health, Housing & Human Services (H3S) Department requests approval of an Amendment to an Intergovernmental Agreement (IGA) with Clackamas County to facilitate payments between the two entities for the delivery of housing and homeless programs and services within the Housing and Community Development Division (HCDD).

Within the HCDD, funding needs to be moved between the two entities to ensure collaborative program delivery and division operations. For example, the County holds primary responsibility for the administration of SHS-funded programming, with HACC holding responsibility for operating specific program elements such as the Regional Long-term Rent Assistance (RLRA) program. Similarly, the County holds primary responsibility for the State of Oregon Governor's emergency order on homelessness funding, and HACC operates the new state-funded Long-term Rent Assistance (LTRA) program. In addition, there are allocated costs within the division that need to be distributed.

As separate legal entities, a formal agreement is needed between the HACC and the County to memorialize respective responsibilities and facilitate payments between the parties. An IGA was approved in January 2025 and is effective through June 30, 2029. This amendment to that agreement updates the scope of work and budget for anticipated activities for the new fiscal year. This amendment will facilitate the movement of up to \$30,050,409.96 in budgeted funds from the County to HACC.

RECOMMENDATION: Staff respectfully request that the Housing Authority Board of Commissioners approve Amendment #01 to the IGA (11979) and authorize Chair Roberts, or his designee, to sign on behalf of the Housing Authority.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing, and Human Services

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**AMENDMENT #1
TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY AND
THE HOUSING AUTHORITY OF CLACKAMAS COUNTY
Contract # 11979**

This Amendment #1 is entered into between **Clackamas County and The Housing Authority of Clackamas County** (“Agency”) and **Clackamas County** (“County”) and shall become part of the Contract documents entered into between both parties on January 30, 2025 (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. **Exhibit A, Scope of Work** is hereby replaced in its entirety with the attached Exhibit A.
2. **Exhibit B, Budget** is hereby replaced in its entirety with the attached Exhibit B.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Housing Authority of Clackamas County

Clackamas County

Chair

Date

Printed Name

Chair

Recording Secretary

Date

Approved as to Form



County Counsel

8/18/2025

Date

Exhibit A
Scope of Work

- I. Metro Funded Regional Long-Term Assistance Program (RLRA):** Clackamas County (County) Housing and Community Development Division (HCDD) and the Housing Authority of Clackamas County (HACC) will collaboratively administer the RLRA Program.

As the Administrator of the RLRA program, HACC will:

1. Administer the RLRA program on behalf of the County in alignment with all established Metro policies and procedures, the County's intergovernmental agreement for Supportive Housing Services with Metro, and any other applicable state and federal laws, regulations, or policies.
2. Provide appropriate staff levels to administer the RLRA program, including landlord liaison activities to meet the goals of the Supportive Housing Services (SHS) program set by the County.
3. Process monthly subsidy portion of rent payments, security deposits, utility allowances and other fees on behalf of RLRA tenants as well as process landlord incentives for eligible landlords.
4. Keep detailed and accurate records of RLRA applicants and tenants including record of payments in the appropriate software system employed by HACC for these purposes, as well as utilize Homeless Management Information System (HMIS) in accordance with established policies and procedures to meet data quality and timelines set by the County.
5. Maintain close communication with HCDD and other County staff as appropriate to ensure effective program delivery.
6. Propose program policy changes or updates to better serve RLRA tenants and reduce barriers as in alignment with the Clackamas County Supportive Housing Services Local Implementation Plan.
7. Provide safe, secure and sanitary housing units at HACC properties allowed for such use for tenant-based or project-based RLRA units.
8. Abide by guidelines as outlined in the RLRA Policies for RLRA landlords that will be eligible for landlord incentives as an RLRA landlord. This Agreement will qualify HACC as an eligible Landlord for the full benefits as an RLRA Landlord Guarantee, all RLRA Landlord Incentives and access to the Risk Mitigation Program.
9. Request an annual RLRA program budget from the County as part of the annual budget cycle that ensures effective program delivery to meet the goals of the SHS program. The budget will include, but is not limited to:
 - a. RLRA tenant payments to landlords (including deposits and other fees for lease-up);
 - b. Landlord incentives;
 - c. Staff to provide the capacity to meet the RLRA program goals;
 - d. Training for staff regarding the RLRA program administration, including equity and diversity trainings; and
 - e. Other administrative and program related costs and allocations to continue the successful administration of the RLRA Program.

10. Send data reports to the County or funder directly, as requested by County staff or according to a set schedule agreed upon by the Parties.

As a provider of supportive housing services attached to RLRA vouchers and as the funder of the RLRA rent assistance program, the County will:

1. Procure, contract with, and manage contracts with service providers to ensure adequate levels of housing navigation, ongoing case management, and other wrap around services are available to meet the needs of RLRA households.
2. Maintain close communication with HACC as appropriate to ensure effective program delivery.
3. Provide RLRA Program data to Metro, as needed.
4. County will develop an Annual Budget and Scope of Work which aligns with the adopted budget of the County.

II. State Funded Long Term Rent Assistance Program (LTRA): - Clackamas County (County) and the Housing Authority of Clackamas County (HACC) will collaboratively administer State funded Long-Term Rent Assistance Program (LTRA).

As the Administrator of the Regional Long-Term Rent Assistance program, HACC will:

1. Administer the LTRA program on behalf of the County in alignment with all established Oregon Department of Housing and Community Services (OHCS) program policies and procedures, the terms of the County's LTRA (Agreement No. 8195), including the community plan as approved by OHCS and any other applicable state and federal laws, regulations, and policies. Including but not limited to:
 - a. Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients or subcontractors) of its program award for allowable administrative costs in order to provide the services outlined in this Agreement.
 - b. Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
 - c. Assure that program services are available to HB 5019 populations.
 - d. Re-evaluate program participant eligibility consistent with required policy as defined in
program guidance.
 - e. May utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements and shall be outlined and approved by OHCS in the Recipient's community plan prior to implementation.
2. Provide appropriate staff levels to administer the LTRA program
3. Process monthly subsidy portion of rent payments, security deposits, utility allowances and other fees on behalf of LTRA tenants.
4. Keep detailed and accurate records of LTRA applicants and tenants including record of payments in the appropriate software system employed by HACC for these purposes, as well as utilize Homeless Management Information System ("HMIS") in accordance with

established policies and procedures to meet data quality and timelines set by the County. HACC agrees that all materials, information software, products, and services included in or available through OPUS, HMIS, Procorem or other agency-approved systems are provided “as is” and “as available” for use.

5. Maintain close communication with HCDD and other County staff as appropriate to ensure effective program delivery.
6. Propose program policy changes or updates to better serve LTRA tenants and reduce barriers as in alignment with the Clackamas County LTRA Community Plan.
7. Provide safe, secure and sanitary housing units at HACC properties allowed for such use for tenant-based or project-based LTRA units.
8. Abide by guidelines as outlined in the LTRA Policies for RLRA landlords that will be eligible for landlord incentives as an RLRA landlord. This Agreement will qualify HACC as an eligible Landlord for the full benefits as an RLRA Landlord Guarantee, all RLRA Landlord Incentives and access to the Risk Mitigation Program.
9. Request an annual LTRA program budget from the County as part of the annual budget cycle that ensures effective program delivery to meet the goals of the LTRA program. The budget will include, but is not limited to:
 - a. LTRA tenant payments to landlords (including deposits and other fees for lease-up);
 - b. Landlord incentives;
 - c. Staff to provide the capacity to meet the LTRA program goals;
 - d. Training for staff regarding the LTRA program administration, including equity and diversity trainings;
 - e. Other administrative and program related costs and allocations to continue the successful administration of the LTRA Program; and
 - f. Send data reports to the County or funder directly, as requested by County staff or according to a set schedule agreed upon by the Parties.
10. Achieve the following performance goals as required by OHCS:
 - a. Increased housing stability as measured by the percentage of total Program participants who reside in permanent housing at time of their exit from the Program, as outlined in the Community Plan.
 - b. Admission into the LTRA Program for the specific number of households that are eligible for the program as further outlined in the approved Community Plan. Maintaining or increasing household income and benefits from all sources.
 - c. Number of households who have been enrolled in the LTRA Program and successfully maintain their housing placement for 12 months.
 - d. Percentage of households who do not re-enter into homelessness or request additional housing assistance within 12 months of exiting the Program.

As the lead for the LTRA program through contract with OHCS, the County will:

1. Procure, contract with, and manage contracts with service providers to ensure adequate levels of ongoing case management available to meet the needs of LTRA households.
2. Provide LTRA Program data, as needed, to OHCS.

3. Maintain close communication with HCDD and other County staff as appropriate to ensure effective program delivery.
4. County will develop an Annual Budget and Scope of Work which aligns with the adopted budget of the County.

III. Peer Support and Resident Services: County and HACC will collaboratively administer Peer Support and Resident Services.

As a provider of Peer Support and Resident Services funded by the County, HACC will:

1. Provide appropriate staff levels to administer Peer Support Services through contracts with service providers and/or internal HACC staff to meet the program goals.
2. Provide appropriate staff levels to administer Resident Services through contracts with service providers and/or with internal HACC employees to meet program goals.
3. Collect participant data utilizing the appropriate software system in alignment with established policies and procedures as determined by the program funding source.
4. Set annual program goals with the County staff depending on funding available for such use.
5. Report required data to the County in alignment with the funding source in a timely manner.

As a funder of the RLRA Program, Peer Support and Resident Services, the County will:

1. Process and remit payment to HACC for invoices received for the RLRA program, Peer Support and Resident Services within 30 days of receipt, including any landlord incentives owed to HACC as an RLRA landlord.
2. Allow HACC eligibility and access to the Risk Mitigation Program as an RLRA landlord.
3. Set goals for the RLRA program, Peer Support and Resident Services program.
4. Monitor progress toward goals.
5. Report HACC data as needed to the funder as required.

IV. Environmental Reviews: HACC may request the expertise and services of qualified HCDD staff for Environmental Reviews.

As the Community Development Agency for Clackamas County, the County will:

1. Provide environmental reviews for HACC projects and properties with qualified staff on an as-needed basis.
2. The County will invoice HACC for Environment Review services not to exceed the Annual Budgeted amount.

As a funder of Environmental Reviews, HACC will:

1. Request environmental reviews for HACC projects and properties on an as-needed basis from qualified HCDD staff.

V. Housing for Success: HACC will administer the Housing for Success (H4S) program.

As the Administrator of the Housing for Success program, HACC will:

1. Administer the H4S program on behalf of the County to promote long-term stability and increased self-sufficiency for three-years.
2. Provide rent assistance to support up to 135 households transiting from the Regional Long-Term Rent Assistance (RLRA) program.
3. Provide up to three years of rental assistance and include wraparound supportive services to help participants increase income, strengthen stability, and reduce reliance on ongoing rent subsidies.
4. Ensure households fall under Population B and are no longer eligible for tenant-based Permanent Supportive Housing due to changes in Metro policy.
5. Administering monthly rent assistance payments for participating households.
6. Managing a savings match component, modeled after the HUD Family Self-Sufficiency program:
 - When a household's income increases and results in a higher tenant rent portion, the increased amount will be matched by HACC and deposited into a designated savings account on behalf of the household.
 - These funds will be available to the household, provided they remain in good standing and achieve their set goals.
7. Participants will be expected to engage in supportive services throughout the duration of the program. HACC will coordinate closely with service agencies to monitor eligibility, track progress, and support successful outcomes.

**Exhibit B
Budget**

Funds moving from the County to HACC within HCDD under this agreement for FY 2025-2026

Housing Authority Program		FY 2025-2026 Budget
SHS Regional Long-term Rent Assistance (RLRA)		
RLRA Program Operations	Direct program operations such as personnel, rental assistance, and utility payments	\$20,978,387.19
RLRA Administration	10% for program administration	\$2,097,838.72
SHS Regional Long-term Rent Assistance Subtotal		\$23,076,225.91
Resident Services		
Mental Health Association of Oregon Contract #11356	All costs paid to Mental Health Association of Oregon per the contract terms	\$120,000.00
Impact NW Contract # 11166	All costs paid to Impact NW per the contract terms	\$364,924.82
Home Forward IGA #11217	All costs paid to Home Forward per the IGA terms	\$142,091.00
HACC Resident Services Personnel and Flex Funds	Personnel and flexible funding expenses for the Public Housing and HCV eviction prevention program	\$265,060.12
Administrative Allocation	10% for contract and program administration	\$89,207.59
Resident Services Subtotal		\$981,283.53
SB 5511 Long-Term Rent Assistance Program (LTRA)		
Capacity Building Planning	Wages, salaries and benefits for staff administering and overseeing program operations	\$340,909.63
Landlord Engagement / Unit Access	Incentive payments for landlords and inspection repairs for units being leased by households on LTRA	\$43,500.00
Rent Assistance	Rental and utility assistance payments plus one-time security deposits	\$2,665,984.00
LTRA Administration	15% of HACC's LTRA program budget for program administration	\$457,559.04
SB 5511 Long-Term Rent Assistance Program Subtotal		\$3,507,952.67
Move Forward - Housing 4 Success Program		
Housing 4 Success Rent Assistance	Wages, salaries and benefits for staff administering and overseeing program operations.	\$1,621,212.38
Housing 4 Success Savings Program	Savings program for H4S program participants, maximum of \$12,000 per household.	\$1,620,000.00
Housing 4 Success Personnel	1.0 FTE to oversee H4S rent assistance and	\$200,000.00

(1.0 FTE)	the savings program	
Housing 4 Success Administration	10% of HACC's FY 25-26 H4S program budget for program administration	\$344,121.24
Move Forward - Housing 4 Success Program Subtotal		\$3,785,333.62
Shared Personnel		
Shared Personnel	HACC Personnel - E. Fernald	\$125,905.64
Miscellaneous Programs Subtotal		\$125,905.64
FY 2025-2026 HACC Program Budget		\$31,476,701.37

Funds moving from HACC to the County within HCDD under this agreement for FY 2025-2026

HCDD Program		FY 2025-2026 Budget
H3S Indirect and Cost Allocations		
Cost Allocation - County Admin_HACC	HACC's portion of HCDD's cost allocation for County Administration	\$20.26
Cost Allocation - County Counsel_HACC	HACC's portion of HCDD's cost allocation for County Counsel	\$957.60
Cost Allocation - Facilities_HACC	HACC's portion of HCDD's cost allocation for Facilities	\$3,752.82
Cost Allocation - Finance_HACC	HACC's portion of HCDD's cost allocation for Finance	\$11,410.00
Cost Allocation - Finance_HACC	HACC's portion of HCDD's cost allocation for Finance	\$4,108.87
Cost Allocation - Human Resources_HACC	HACC's portion of HCDD's cost allocation for Human Resources	\$1,714.28
Cost Allocation - PGA_HACC	HACC's portion of HCDD's cost allocation for Public & Government Affairs	\$1,003.90
Cost Allocation - Records Management_HACC	HACC's portion of HCDD's cost allocation for Records Management	\$214.81
Cost Allocation - Tech Services_HACC	HACC's portion of HCDD's cost allocation for Technology Services	\$11,745.30
H3S Indirect Admin_HACC	HACC's portion of HCDD's cost allocation for H3S Indirect Admin	\$8,470.38
Insurance Liability - HACC	HACC's portion of insurance liability for shared personnel	\$350.73
Leases Office - HACC	HACC's portion of office leases for shared personnel	\$2,110.21
Worker Compensation Ins - HACC	HACC's portion of Worker Compensation Insurance for shared personnel	\$534.10
Shared Personnel	HCDD Personnel - S. Callahan, J. Flores	\$183,763.33
H3S Indirect and Cost Allocations Subtotal		\$230,156.59

Miscellaneous Programs		
Environmental Reviews	Staff time for Community Preservation staff to conduct environmental reviews of HACC projects	\$5,000.00
Miscellaneous Programs Subtotal		\$5,000.00
FY 2025-2026 HCDD Program Budget		\$235,156.59