

June 12, 2025

BCC Agenda _____

Board of County Commissioners
 Clackamas County

Approval of an Amendment to an Intergovernmental Grant Agreement with the State of Oregon’s Housing & Community Services Department for the Long-Term Rent Assistance program and services related to the Governor’s State of Emergency Due to Homelessness, extending the term of performance. Agreement value is \$4,958,448.98 for 12 months. Funding is through the State of Oregon. No County General Funds are involved.

Previous Board Action/Review	Approval of IGA with State of Oregon’s Housing and Community Services Department for programs related to the Governor’s State of Emergency Due to Homelessness (EO IGA) – May 4, 2023 Amendment #1 to EO IGA (no-cost) executed – August 22, 2023 Amendment #2 to EO IGA adding additional funds - December 14, 2023 Approval request of IGA with OHCS for SB 5511 funding for the Outreach Services for Rural Areas – May 7, 2024 Approval of request of IGA with OHCS for SB 5511 funding for Long-Term Rent Assistance – May 9, 2024		
Performance Clackamas	1. This programming aligns with H3S’s Strategic Business Plan goal to increase self-sufficiency for our clients. 2. This funding aligns with the County’s Performance Clackamas goal to ensure safe, healthy, and secure communities.		
Counsel Review	Yes: Amanda Keller	Procurement Review	No
Contact Person	Vahid Brown, HCDD Deputy Director	Contact Phone	(971) 334-9870

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division (HCDD), Health, Housing & Human Services requests approval of Amendment #1 to Agreement # 11591 with Oregon Housing and Community Services (OHCS) Department extending the term of performance of the Long-Term Rent Assistance (LTRA) program and stabilization services associated with Governor Tina Kotek’s Emergency Order on homelessness (EO-23-02) and Senate Bill (SB) 5511. The amendment extends the term of performance an additional year, to June 30th, 2026, allowing the expenditure through that period of LTRA funds unspent as of June 30th, 2025. Agreement value remains unchanged at \$4,958,448.98.

As part of Governor Kotek’s Emergency Order on Homelessness, the Oregon Legislature in 2023 created a long-term rent assistance program through Senate Bill (SB) 5511, awarding Clackamas County \$4.9M to serve 170 households with ongoing rent assistance and supportive services. Use of this funding was restricted

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to the 2023-2025 biennium, which ends on June 30th, 2025. Recognizing that the execution of new LTRA grant agreements for the 2025-2027 biennium will not occur by July 1, 2025, and therefore not in time for the payment of July rents to households enrolled in LTRA, OHCS received approval from the Ways and Means Committee of the legislature to amend the term of performance of this grant agreement to allow unspent LTRA funds from the 2023-2025 biennium to continue to be spent by the county through Fiscal Year 25-26. This will prevent interruption in both rent assistance payments to enrolled households and to the provision of supportive services by subcontracted housing non-profits providing case management to these households. Beyond amending the term of performance to allow this extended period of allowable expenditures on the LTRA program, all other terms of the grant agreement, as well as the total value of the agreement, remain unchanged.

RECOMMENDATION: Staff recommends the Board approve Amendment #1 to Agreement #11591 with OHCS for the continuity of the Long-Term Rent Assistance program.

Respectfully submitted,

Mary Rumbaugh
Health, Housing & Human Services

Key Points:

State of Oregon
Intergovernmental Grant Agreement No. 8195
Amendment No. 1

Long-Term Rent Assistance (LTRA)
State of Emergency Due to Homelessness

This is Amendment No. 1 (“Amendment”) to Intergovernmental Grant Agreement No. 8195, dated May 16, 2024 (the “Agreement”) executed by and between the State of Oregon, acting by and through its Housing and Community Services Department (“OHCS” or “Agency”), and Clackamas County, an Oregon local government entity (“Recipient”), each a “Party” and, together, the “Parties”.

RECITALS

- A.** Recipient has not yet spent the Grant Funds allocated in the Agreement and has the capacity to continue performing the Activities described in the Agreement.
- B.** Agency advanced a portion of the unspent Grant Funds to Recipient along with related guidance, to ensure Recipient can continue performing the Activities.
- C.** The purpose of this Amendment is to extend the Agreement’s expiration date while Agency works to finalize resources for the 2025-2027 biennium.

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 4 (Effective Date and Duration) as follows:

- 4. Effective Date and Duration**

- This Agreement shall become effective upon full execution by the Parties and, if required, approval by the Oregon Department of Justice, and shall expire on ~~June 30, 2025~~ **June 30, 2026**, unless extended or terminated under the provisions identified within this Agreement. Expiration or termination of this Agreement will not prejudice Agency’s right to exercise remedies under this Agreement with respect to any breach that has occurred prior to expiration or termination.

- 2.** Amend Section 6.1 (Total Grant Funding) as follows:

- 6.1 Total Grant Funding:** Following expenditures by Recipient and submission to Agency of a report detailing such expenditures in such form as is reasonably satisfactory to or required by

Agency, Agency will reimburse Recipient for Authorized Expenses in an amount not to exceed ~~\$4,958,448.98~~ following receipt of requests by Recipient for such reimbursement. Authorized Expenses will only be reimbursed if incurred during the period from January 1, 2024 until ~~June 30, 2025~~ **June 30, 2026** (the “Performance Period”). Each such reimbursement request will be made following, and in accordance with, a Notice of Allocation (“NOA”) issued by Agency to Recipient, including but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories. Recipient will submit requests for reimbursement under this Section at least quarterly and in such form and manner as is reasonably satisfactory to or required by Agency. Agency and Recipient 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, the terms of this Agreement will control. Funding amounts specified in this Agreement does not guarantee that Grantee will receive any or all such funds. Any and all disbursements of funds made pursuant to this Agreement are subject to the terms and conditions herein, including, without limitation, that such funds are lawfully and fully appropriated, allocated, properly authorized, and available to Agency. Absent an amendment to this Agreement, regardless of the amount expended, the availability of funding under this Agreement will end ~~on June 30, 2025~~ **with the Performance Period.**

3. Amend Section 6.4 as follows:

6.4 After January 1, 2024, and following expenditure of the Initial Payment by Recipient and submission to Agency of a report detailing such expenditures in such form as is satisfactory to or required by Agency, Agency agrees to reimburse Recipient for Authorized Expenses up to the amount of the remainder of the total NTE amount, (or an amount up to \$4,214,681.63), following receipt of requests by Recipient for such reimbursement. The total Grant Funds amount will equal the Initial Payment amount plus the Additional Allotment amount. Funds from the Additional Allotment will only be used to reimburse Authorized Expenses incurred ~~from January 1, 2024 until June 30, 2025 (during~~ the “Performance Period”). Each such reimbursement request will be made following, and in accordance with, a NOA issued by Agency to Recipient, including but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories. Recipient will submit requests for reimbursement under this Section 6.4 at least quarterly and in such form and manner as is reasonably satisfactory to or required by Agency. Agency and Recipient 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.

4. Amend Section 8.1 (Authorized Representatives) as follows:

8.1 Agency' Authorized Representative is:

~~Odalis Perez-Crouse~~ **Melanie Fletcher**

725 Summer Street NE, Suite B

Salem, OR 97301

~~odalis.perez-crouse@hcs.oregon.gov~~ melanie.fletcher@hcs.oregon.gov

5. Amend Section 17.c. (Recipient Default) as follows:

- c. Recipient 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, or successful completion of all performance measures under this Agreement, on or before ~~June 30, 2025~~ June 30, 2026, as determined by Agency in its sole discretion.

Except as expressly amended above, all other terms and conditions of the Agreement, as amended, remain in full force and effect. Recipient 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.

Certification: By signature on this Amendment, the undersigned hereby certifies for Recipient under penalty of perjury that the undersigned is authorized to act on behalf of Recipient and that Recipient 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.

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

SIGNATURES

CLACKAMAS COUNTY

Signature: _____ Date: _____

Printed Name: _____ Title: _____

OREGON HOUSING AND COMMUNITY SERVICES

Signature: _____ Date: _____

Printed Name: _____ Title: Designated Procurement Officer

Agency Grant Administrator Approval:

Signature: _____ Date: _____

Printed Name: Melanie Fletcher Title: Program Analyst

DEPARTMENT OF JUSTICE

(Approved for Legal Sufficiency in accordance with ORS 291.047)

Signature: Exempt under OAR 137-045-0050 Date: _____

Printed Name: _____ Title: _____