

October 3, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Amendment #1 to a Revenue Grant Agreement with the State of Oregon to increase shelter funding related to the Governor’s State of Emergency Due to Homelessness. Amendment Value is \$1,400,000 for 9 months. Total Agreement Value increased to \$3,250,000 for 1 year. Funding is through the State of Oregon Housing & Community Services Department. No County General Funds are involved.

Previous Board Action/Review	Approval Request for IGA with OHCS for SB 5511 funding for the Long-Term Rent Assistance Program (LTRA) – May 7, 2024 Approval of Grant Agreement - May 9, 2024 Amendment #1 briefed at Issues – October 1, 2024		
Performance Clackamas	1. This funding 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	Procurement Review	No
Contact Person	Adam Brown	Contact Phone	971-421-0133

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division (HCDD), Health, Housing & Human Services requests approval of an amendment to an intergovernmental revenue agreement with the State of Oregon’s Housing and Community Services Department (OHCS) to add new shelter funding to support access centers in Estacada and Molalla.

Previous Clackamas County funding allocations from OHCS for programs and services funded as part of the Governor’s Emergency Order on Homelessness included \$7.3 million from House Bill 5019 and \$10.3 million from Senate Bill 5511 for new street outreach, homelessness prevention, rapid re-housing, and long-term rent assistance programming. These resources have been prioritized to meet the needs of our rural communities, given that the bulk of Clackamas County’s resources from the Supportive Housing Services (SHS) Measure can only be used within the Urban Growth Boundary (UGB).

Clackamas County did not receive an allocation of shelter funding in the original Emergency Order awards, but it has continued to advocate for these resources. Simultaneously, the county carried out notice of funding opportunities for resource centers and city-led initiatives. AntFarm was issued a preliminary intent to award funding for resource centers in rural communities and subsequently secured support from the Cities of

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Estacada and Molalla during the city-led initiatives process. While the county had one-time funding from House Bill 5202 to fund AntFarm’s acquisition/development of new resource centers, ongoing operations funding was still needed. Clackamas County’s advocacy for shelter services funding from OCHS ultimately resulted in an award of \$1,400,000 in May 2024. Following the acquisition/development of new access centers in Estacada and Molalla – site searches are underway – these funds will support ongoing operations, including the sites serving as “front door” shelter programs with the capacity to serve approximately 20 households at a time with motel vouchers.

Amendment #1 to this intergovernmental agreement with OCHS adds \$1,400,000 in Senate Bill 5511 funding awarded for shelter services. Funding for this agreement is effective upon signature through June 30, 2025.

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve this agreement and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Director of Health Housing and Human Services

State of Oregon
Oregon Housing and Community Services Department
Senate Bill 5511: Sustaining Efforts of Executive Order 23-02 Oregon’s
Emergency Homelessness Response
Intergovernmental Grant Agreement
Amendment No. 1

This is Amendment No. 1 (“Amendment 1”) to Grant Agreement No. 8203, dated May 22, 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 individually a “Party”, and collectively the “Parties”.

RECITALS

- A.** The purpose of this Amendment 1 is to provide additional funding to Recipient to increase the number of emergency shelter beds as described herein.
- B.** Funding Source: SB 5511 Funds

The Parties agree as follows:

AMENDMENT

The Agreement is hereby amended as follows effective upon signature by all parties and approval required by law (“Amendment 1 Effective Date”). 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 2, entitled Grant Disbursement Generally, as follows:
 - 2. Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **identified in Section 6 of the Agreement (“Grant Funds”) \$1,850,000.00**. Agency will not disburse ~~g~~**Grant Funds** to Recipient in excess of the not-to-exceed amount and will not disburse ~~g~~**Grant Funds** until this Agreement has been signed by all ~~p~~**Parties**. Agency will disburse the ~~g~~**Grant Funds** to Recipient as described below.
- 2. Amend Section 6, entitled Authorized Expenses, as follows:
 - 6. Authorized Expenses**

Agency agrees to pay Recipient, from available and authorized funds, the amount of actual expenses incurred by Recipient in performing the grant activities referenced in this Agreement (“Authorized Expenses”), but not to exceed ~~\$1,850,000.00~~ \$3,250,000 ~~(the “Grant Funds”)~~, as follows:

~~a.6.1~~ Following expenditures by Recipient and submission to Agency of a report detailing such expenditures in such form as is satisfactory to or required by Agency, Agency will reimburse Recipient for Authorized Expenses up to the amount identified in Section 6 of the Agreement of \$1,850,000.00 following receipt of requests by Recipient for such reimbursement. Authorized Expenses will only be reimbursed if incurred during the period from January 10, 2024 until June 30, 2025 (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 6.1 at least quarterly and in such form and manner as is 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 control.

3. Amend Exhibit A, Section 2 (Grant Activities), subsection A as follows:

A. Regional Unsheltered Homeless Emergency Response Plan. Prior to eligibility for HB 5019 funding, Recipient submitted a Regional Unsheltered Homelessness Emergency Response Plan (“Plan”) to Agency that specifies, among other things: current (at time of submission) local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness. The Plan was included within the HB 5019 Agreements as Exhibit B ~~in those agreements~~. This new Agreement will support the continued sustainability of what was set forth in those plans. The Plan along with this Exhibit A, defines the scope of grant activities (“Grant Activities”) authorized for the purposes of this Agreement. In addition to the Grant Activities described in the Agreement, Recipient must use the funds added by this Amendment 1 to increase shelter capacity with a goal of adding 20 year-round emergency shelter beds by the expiration date of this Agreement.

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 Amendment 1 Effective Date and with the same effect as though made at the same time of this Amendment 1.

This Amendment 1 may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when take 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 1, 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 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323 and local taxes administered by the Department of Revenue under ORS 305.620.

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SIGNATURE PAGE

Clackamas County

Signature: _____ Date: _____

Printed Name: _____ Title: _____

AGENCY:

**State of Oregon acting by and through its
Housing and Community Services Department**

Signature: _____
Designated Procurement Officer or delegate Date

CA Approval: Approved by Emily Edwards via email on August 14, 2024
Agreement/Contract Administrator Date

DEPARTMENT OF JUSTICE

Approved as to Legal Sufficiency: Senior AAG Jonathan Groux via email on August 23, 2024
Assistant Attorney General