

February 21, 2019

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the  
Oregon Trail School District for the Cedar Ridge Fitness Center.

<b>Purpose/Outcomes</b>	The Oregon Trail School District one of the recipients of the Blueprint Grants Program. They will be creating a fitness center to benefit the students and promote health living habits though diet and exercise.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value \$50,000.
<b>Funding Source</b>	Clackamas County Public Health Division approved budget. No Additional County General Funds are involved.
<b>Duration</b>	Effective January 01, 2019 and terminates on December 31, 2019
<b>Previous Board Action</b>	No previous board action
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Dawn Emerick, Public Health Director – 503-655-8479
<b>Contract No.</b>	9154

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with the Oregon Trail School District for the Cedar Ridge Fitness Center.

The Blueprint for a Healthy Clackamas County is the county's external facing initiative to help coordinate, connect and align priorities for partners to collectively make an impact on improving the health and quality of life for residents within our communities.

Oregon Trail School District No. 46 has been selected to receive a grant for their project "Cedar Ridge Fitness Center" This Agreement provides funding for the FY 18-19. Continued financial support will be dependent on the project's success and availability of funds.

This Agreement is effective January 1, 2019 and continues through December 31, 2019. This Amendment has been reviewed by County Counsel on February 4, 2019.

**RECOMMENDATION:**

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Richard Swift", written in a cursive style.

Richard Swift, Director  
Health, Housing and Human Services

# Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

## \*\* CONCEPTION \*\*

*Note: The processes outlined in this form are not applicable to disaster recovery grants.*

### Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: H3S/SSD Application for:  Subrecipient funds  Direct Grant  
Grant Renewal?  Yes  No  
**If renewal, complete sections 1, 2, & 4 only**

Name of Funding Opportunity: FY19-21 ODOT 5311 Rural Transit Formula Funds  
Funding Source:  Federal  State  Local: \_\_\_\_\_  
Requestor Information (Name of staff person initiating form): Teresa Christopherson  
Requestor Contact Information: x5718 teresachr@clackamas.us  
Department Fiscal Representative: Jennifer Snook  
Program Name or Number (please specify): 5353  
Brief Description of Project:

Continuation grant for Oregon Department of Transportation FTA 5311 Rural Formula Funds for MHX operations funding.  
These funds support the core MHX services

Name of Funding (Granting) Agency: ODOT

Agency's Web Address for Grant Guidelines and Contact Information:

<https://www.oregon.gov/ODOT/RPTD/Pages/Funding-Opportunities.aspx>

**OR**

Application Packet Attached:  Yes  No

Completed By: Teresa Christopherson Date: 01/24/19

**\*\* NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE \*\***

### Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant  Non-Competing Grant  Other Funding Agency Award Notification Date: N/A  
CFDA(s), if applicable: N/A  
Announcement Date: 12/03/18 Announcement/Opportunity #: N/A  
Grant Category/Title: 5311 Formula Grants for Rural Areas Max Award Value: \$235,382  
Allows Indirect/Rate: N/A Match Requirement: 43.92%  
Application Deadline: 02/08/19 Other Deadlines: \_\_\_\_\_  
Grant Start Date: 07/01/19 Other Deadline Description: \_\_\_\_\_  
Grant End Date: 06/30/21  
Completed By: Teresa Christopherson Program Income Requirement: None  
Pre-Application Meeting Schedule: N/A

**Section III: Funding Opportunity Information** - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

**Mission/Purpose:**

1. How does the grant support the Department and/or Division's Mission/Purpose/Goals?

2. What, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this grant? How will we meet these objectives?

4. Does the grant proposal 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 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 sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, this grant would 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.)?

**Collaboration**

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

**Reporting Requirements**

1. What are the program reporting requirements for this grant?

2. How will grant 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 grant?

**Fiscal**

1. Will we realize more benefit than this grant will cost to administer?

2. Are other revenue sources required? Have they already been secured?

3. 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.)?

4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

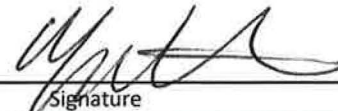
Program Approval:

Teresa Christopherson

01/24/19

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.\*\***

**Section IV: Approvals**

DIVISION DIRECTOR (or designee, if applicable)		
Brenda Durbin	1-27-19	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Richard Swift	1/24/19	
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED 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 less than \$150,000:**

COUNTY ADMINISTRATOR	Approved: <input checked="" type="checkbox"/>	Denied: <input type="checkbox"/>
	1/28/2019	
Name (Typed/Printed)	Date	Signature

**For applications greater than \$150,000 or which otherwise require BCC approval:**

BCC Agenda item #:  Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.  
Department: keep original with your grant file.

COPY

February 21, 2019

Board of Commissioners  
 Clackamas County

Members of the Board:

Approval to Apply for a Continuation Grant for Oregon Department of Transportation 5311 Rural Formula Funds for Operations Funding for Mt Hood Express

<b>Purpose/Outcomes</b>	Agreement with Oregon Department of Transportation Rail and Public Transit Division to fund operations for the Mt Hood Express bus service
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$235,382. These funds will be used to pay for operations of the Mt Hood Express bus service. Match funds will be provided by Special Transportation Funds (state grant) the county and a public-private partnership with businesses in the Mt. Hood area.
<b>Funding Source</b>	Federal Transit Administration 5311 Rural Transit Formula Funds
<b>Duration</b>	Effective July 1, 2019 and terminates on June 30, 2021
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	

**BACKGROUND:**

The Social Services Division of the Department of Health, Housing and Human Services requests approval to apply to Oregon Department of Transportation Rail and Public Transit Division to fund operations for the Mt Hood Express buses. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment, recreation, shopping and medical services for residents and visitors.

Clackamas County Social Services has received 5311 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007.

Match is provided through Special Transportation Funds (state grant), county funds, and private contributions from businesses in the Mt Hood area.

**RECOMMENDATION:**

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Richard Swift", written in a cursive style.

Richard Swift, Director  
Health, Housing and Human Services



**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**CLACKAMAS COUNTY, OREGON  
PUBLIC HEALTH DIVISION**

**AND**

**OREGON TRAIL SCHOOL DISTRICT NO. 46 AGENCY**

Agreement #9154

I. Purpose

This agreement is entered into between Clackamas County Department of Health, Housing and Human Services, Public Health Division (CLACKAMAS) and Oregon Trail School District No. 46 (AGENCY) for the cooperation of units of local government under the authority of ORS 190.010.

Background:

The Blueprint for a Healthy Clackamas County is the county's external facing initiative to help coordinate, connect and align priorities for partners to collectively make an impact on improving the health and quality of life for residents within our communities.

Over the past year, Clackamas County Public Health has convened community members and organizations to prioritize the goals, objectives and strategies within the Blueprint report.

The Blueprint for a Healthy Clackamas County Community Grants fund community-driven projects that can work to implement the identified goals, objectives and strategies within the plan. There is an emphasis on funding projects that will create coalitions in advancing health equity and trauma-informed approaches within specific communities in Clackamas County.

Oregon Trail School District No. 46 has been selected to receive a grant for their project "Cedar Ridge Fitness Center" This Agreement provides funding for the FY 18-19. Continued financial support will be dependent on the project's success and availability of funds.

II. Scope of Work and Cooperation

A. AGENCY agrees to:

1. Complete the work described in Exhibit "A", which by this reference is hereby made a part hereof and incorporated herein.
2. hold one United Way workplace campaign between January 1-December 31, 2019 details to be navigated with United Way.
3. participate in Blueprint Committee meetings to be held quarterly dates to be determined. In person attendance required for 2 out of 4 meetings. By phone acceptable for 1 of 4 meeting.

III. Compensation

- A. CLACKAMAS shall compensate AGENCY for satisfactorily completing activities described in Section II.A. above and Exhibit A.
- B. The total payment to CLACKAMAS shall not exceed **\$50,000.**
- C. AGENCY shall submit a request for reimbursement for true and verifiable expenses on a monthly basis the month following that in which activities are performed. The request may use any format approved by the CLACKAMAS, shall list the contract #9154, list work accomplished for which reimbursement is requested, and total amount due for the billing period. Requests for reimbursement shall be submitted to:

Clackamas County Public Health Division  
Attn: Accounts Payable  
2051 Kaen Road, # 367  
Oregon City, Oregon 97045

or electronically to:

[PublicHealthFiscalAP@clackamas.us](mailto:PublicHealthFiscalAP@clackamas.us)

Within thirty (30) days after receipt of the bill, provided that the Program Manager, has approved the activities specified on the request for reimbursement, the CLACKAMAS shall pay the amount requested to the AGENCY.

IV. REPORTING REQUIREMENTS

- A. Required to report out and share progress at meetings either by written report, verbal report or presentation.
- B. Receipts and expenditure reports shall be submitted with request for reimbursement.
- C. A written final report is due December 31, 2019 to include budget.

V. Notices and Liaison Responsibility

- A. **Notices:** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- B. **Liaisons:** Julia Monteith, Communications Director, will act as liaison from AGENCY (unit of government) for this project. Kirsten Ingersol, Program Planner, will act as liaison from CLACKAMAS.

VI. Special Requirements

- A. CLACKAMAS and AGENCY agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement with the Oregon Health Authority.
- B. Within the limits of the Oregon Tort Claims Act, AGENCY agrees to protect and save CLACKAMAS, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against CLACKAMAS' employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of AGENCY, and/or its agents, employees, subcontractors, or representatives under this agreement.

Within the limits of the Oregon Tort Claims Act, and the Oregon Constitution Article XI, Section 10, CLACKAMAS agrees to protect and save AGENCY, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against AGENCY's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CLACKAMAS, and/or its appointed officials, agents, employees, subcontractors, or representatives under this agreement.

- C. **Access to Records.** Each party to this agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other party to this agreement which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- D. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.
- E. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be

brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- F. Compliance with Applicable Law. Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- G. Non-Exclusive Rights and Remedies. Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- H. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. Interpretation. The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. Independent Contractor. Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint

venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- L. **No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole and absolute discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in sections 6, 8, and 9 shall survive the termination of this Agreement.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- R. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- S. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

VII. Amendment

This agreement may be amended at any time with the concurrence of both parties. Any changes in the proposed budget or scope of work will be negotiated between the designated liaisons. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VIII. Term and Termination

A. Term of Agreement

This agreement becomes effective January 1, 2019 and is scheduled to terminate December 31, 2019.


B. Termination

1. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party. [*Customize this as necessary*]
2. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
3. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
4. The Agency may terminate this Agreement in the event the Agency fails to receive expenditure authority sufficient to allow the Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the Agency is prohibited from paying for such work from the planned funding source.
5. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

This agreement consists of eight (8) sections plus the following Exhibits that by this reference are incorporated herein:

- Exhibit A Scope of Work, Reporting Requirements, and Performance Measures
- Exhibit B Budget
- Exhibit C Insurance Requirements

**OREGON TRAIL SCHOOL DISTRICT NO. 46**

  
\_\_\_\_\_  
Timothy Belanger  
2-6-2019  
\_\_\_\_\_  
Date  
36525 SE Industrial Way  
\_\_\_\_\_  
Street Address  
Sandy, OR 97055  
\_\_\_\_\_  
City / State / Zip  
503-468-5541 / 503-668-7906  
\_\_\_\_\_  
Phone / Fax

**CLACKAMAS COUNTY**

Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing, and Human Services

\_\_\_\_\_  
Date

**Exhibit A**  
**Scope of Work, Reporting Requirements, and Performance Measures**

**Scope of Work:**

Develop a Fitness Center at the Cedar Ridge Middle School Campus that would serve students in grades 6-12, including students from across the Oregon Trail School District / Health Equity Zone

The Cedar Ridge Campus is home to middle school students in grades 6-8, middle school Structured Learning Center students from across the district (Sandy, Boring, and Welches), and Blended Learning Center students in grades 6-12 from across the district, including home school students.

A 3580 square foot space inside Cedar Ridge Middle School would be renovated to provide an alternative physical education and health classroom for Cedar Ridge, Blended Learning Center, and Structured Learning Center students. Our Physical Education and Health teachers have developed a plan for utilizing the space to support their instruction, and to help us meet the new state PE standards while offering alternatives to the typical PE group games/activities – such as strength training and aerobics courses. The Center would also provide space for middle school sports teams to train and compete, and would support after-school fitness enrichment programs.

The space would be renovated with:

- Freshly painted walls and painted or replaced ceiling tiles. This work would be completed by district maintenance staff.
- New flooring installed over the concrete floor, and padding installed on walls and doors. Cushioned floors and walls would reduce risk of injury during exercise and multipurpose activities.
- Equipment to support instruction and activities, including: benches, dumbbells, pull up bars, balance trainer balls, medicine balls, resistance bands, stretching boxes, Plyo boxes, agility hurdles and ladders, jazzercise steps, exercise mats, a projector and sound system, and storage for the equipment.

**Reporting Requirements:**

- A. Required to report out and share progress at meetings either by written report, verbal report or presentation.
- B. Receipts and expenditure reports shall be submitted with request for reimbursement.
- C. A written final report is due December 31, 2019 to include budget.



Performance Measures: <b>1) Evaluation: Please describe the anticipated outcomes of this project and how the outcomes (results) will be collected and analyzed.</b>		
<b>Outcome</b>	<b>Data Source</b>	<b>Data Point</b>
<i>Example: Conduct trainings with youth.</i>	<i>Example: Attendance records.</i>	<i>Example: Number of trainings conducted.</i>
1) Implement additional/alternative PE options for students	Course guide; attendance records	Number of additional/alternative options students may access; number
2) Implement enrichment opportunities for students to be physically active after school	Course list; attendance records	Number of activities students may access; number of students participating
3) Decrease percentage of 8th grade students who are overweight or obese	2020 Student Wellness Survey	Student responses to survey
4) Reduce the percentage of youth using illicit drugs	2020 Student Wellness Survey	Student responses to survey
5) Reduce the number of attempted suicides	2020 Student Wellness Survey	Student responses to survey
6) Increase percentage of 8th grade students in good physical health	2020 Student Wellness Survey	Student responses to survey
7) Increase percentage of 8th grade students in good emotional /mental health	2020 Student Wellness Survey	Student responses to survey
<p>The Outcomes listed above will help us determine our success at meeting these Healthy Behavior objectives:</p> <ul style="list-style-type: none"> <li>• Improve school wellness by increasing physical activity done by students</li> <li>• Increase the percentage of youth meeting the CDC's physical activity recommendation of one hour daily</li> <li>• Reduce the percentage of youth using illicit drugs</li> <li>• Reduce the number of attempted suicides</li> </ul>		

<b>2) Provide Projected Work Plan / Timeline / Milestones</b>				
<b>Note: Only complete what is necessary to accurately detail your project work plan / timeline / milestones.</b>				
<b>*School based projects may negotiate an alternate timeline that coincides with the academic calendar.</b>				
<b>Task / Activity</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>People Involved</b>	<b>Milestone / Result</b>
Paint walls	Summer 2019	September 1, 2019	Oregon Trail SD maintenance staff	Walls painted
Replace ceiling tiles as needed; paint ceiling	Summer 2019	September 1, 2019	Oregon Trail SD maintenance staff	Ceiling tiles replaced or painted
Purchase & install new flooring and padding	Summer 2019	September 1, 2019	Cedar Ridge Principal & Athletics Director; Flooring contractor	Flooring & padding installed
Purchase equipment & supplies	Spring 2019	September 1, 2019	Cedar Ridge Principal; Athletics Director	Equipment & supplies purchased
Fitness Center open for PE & Health classes	September 1, 2019	Continuing	Cedar Ridge Principal; Athletics Director; PE & Health Teachers	Students accessing Fitness Center
Fitness Center open for middle school athletics	September 1, 2019	Continuing	Cedar Ridge Principal; Athletics Director; Coaches	Students from all OTSD middle schools accessing Fitness Center
Fitness Center open for after-school enrichment activities	October 1, 2019	Continuing	Cedar Ridge Principal; Todos Juntos	Students and partners accessing Fitness Center
Fundraise for additional equipment	January 2019	December 2020	Cedar Ridge Parent Teacher Club	\$10,000 raised

**EXHIBIT B  
 Blueprint Grant Budget**

<b>Budget</b>		
<b>Projected expenses (cannot be less than \$10,000 or exceed \$100,000) If asking for multi-year funding, please, break down expenses by County fiscal year of July 1-June 30. Multi-year awards are not guaranteed and contingent upon the availability of funding. (FY July 2018/June 2019, FY July 2019/June 2020, FY July 2020/June 2021)</b>		
<b>Item (Materials, Staffing, Evaluation)</b>	<b>Explanation</b>	<b>Cost</b>
Fitness Center flooring & padding for walls	Rubberized or epoxy gymnasium flooring and rubberized padding for walls & doors; cost includes materials and labor. <u>NOTE:</u> Unofficial quotes/estimates put the job at up to \$32,000, depending on the product. If the grant is awarded, we will go out for official bids with a purpose of purchasing product that is safe, durable, long-lasting, and cost-effective.	\$32,000
Exercise equipment	Includes: flat & adjustable benches, dumbbells with rack; pull-up bars, medicine balls with rack, TRX suspension trainers with wall mounts, resistance bands, Plyo boxes, agility hurdles & ladders, circuit steps, and exercise mats	\$16,000
AV equipment	Hiring of certified instructors for CERT training and CPR/first aid instructors 40hrs @ 100.00	\$2,000
	<b>TOTAL (cannot exceed \$100,000)</b>	<b>\$50,000.00</b>

### EXHIBIT C INSURANCE

During the term of this contract, CONTRACTOR shall maintain in force at its own expense, each insurance noted below:

**1. Commercial General Liability**

Required by COUNTY       Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

**2. Commercial Automobile Liability**

Required by COUNTY       Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

**3. Professional Liability**

Required by COUNTY       Not required by COUNTY

CONTRACTOR agrees to furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

**4. Additional Insured Provisions**

All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

**5. Notice of Cancellation**

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

**6. Insurance Carrier Rating**

Coverages provided by CONTRACTOR must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

**7. Certificates of Insurance**

As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

**8. Independent Contractor Status**

The service or services to be rendered under this contract are those of an independent contractor. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265.

**9. Primary Coverage Clarification**

CONTRACTOR's coverage will be primary in the event of a loss.

#### **10. Cross-Liability Clause**

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the contract.

#### **11. Abuse Reporting**

CONTRACTOR shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050, mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 943-045-0250 through 943-045-0370) and elder abuse reporting laws (ORS 124-050 – 124.092) as if CONTRACTOR were a mandatory abuse reporter. If CONTRACTOR is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. CONTRACTOR shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.



ENCUMBRANCE FORM

SUPPLIER NO	<b>H3S</b>	ENCUMBRANCE NUMBER
SUPPLIER NAME <b>APANO Communities United Fund</b>		BUDGET YEAR <b>2018-2019</b>
ADDRESS		DATE <b>2/6/2019</b>
	SPECIAL INSTRUCTIONS FY18-19 Encumber \$30,000. OHEA (SLO 12/17/18)	AGREEMENT NUMBER <b>9076</b>

ENCUMBRANCE PURPOSE AND SCOPE	START DATE	END DATE	ENCUMBRANCE TOTAL
<b>SPArC Tobacco-Free</b>	12/11/2018	6/30/2019	\$30,000.00

**PAYMENT INFORMATION:**

Invoice # \_\_\_\_\_ Invoice Date: \_\_\_\_\_ Receiving # \_\_\_\_\_

Line Description	Encumbered Amount	CHARTFIELD DISTRIBUTION					
		Payment Amount	Fund	Dept	Program	Account	Project/Grant
	\$30,000.00		252	32160	08410	431900	40168
<b>PAYMENT TOTAL:</b>							

A/P VOUCHER # \_\_\_\_\_ INIT \_\_\_\_\_ Date \_\_\_\_\_

PAYMENT APPROVAL	CHECK HANDLING	DTD JOB COSTING
PREPARED BY: <b>Jeanne Weber</b>	<input type="checkbox"/> Mail	
DATE PREPARED: <b>2/6/2019</b>	<input type="checkbox"/> Return to Dept.	
DEPT. APPROVAL:	<input type="checkbox"/> Attachment Mailed w/Check	
FINANCE REVIEW:		

<b>SUPPLIER NAME</b>	<b>APANO Communities United Fund</b>
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February 21, 2019

Board of Commissioners  
 Clackamas County

Members of the Board:

Approval to apply for Strategic Prevention Framework – Partnerships for Success funding to prevent the onset and reduce progression of underage drinking and substance abuse among youth aged 9-20 in Clackamas County through the Substance Abuse and Mental Health Services Administration (SAMHSA)

<b>Purpose/Outcomes</b>	A five year grant to prevent the onset and reduce the progression of substance abuse and its related problems while strengthening prevention capacity and infrastructure at the community level. Focus is on the prevention of underage drinking, and up to two additional, data driven substance abuse priorities.
<b>Dollar Amount and Fiscal Impact</b>	\$1,500,000 (approximately \$300,000 per year through 2024) Catalogue of Federal Domestic Assistance (CFDA) #93.243 No County General Funds are involved and no match is required.
<b>Funding Source</b>	Substance Abuse and Mental Health Services Administration
<b>Duration</b>	October 1, 2019 through September 30, 2024
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Individuals and families in need are healthy and safe</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Contact Person</b>	Rodney A. Cook x 5677
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Children, Family and Community Connections of the Health, Housing and Human Services Department requests the approval to apply for a grant from the Substance Abuse and Mental Health Services Administration to prevent underage drinking and other drug use among youth ages 9 – 20 years. The grant focuses on community-driven efforts to advance substance abuse prevention in Clackamas County.

The funding involved is federal (CFDA #93.243) and there is no match requirement.

**RECOMMENDATION:**

Staff recommends Board approval to apply and authorization for Richard Swift, H3S Director to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,



Richard Swift, Director  
 Health, Housing & Human Services

*Healthy Families. Strong Communities.*

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

www.clackamas.us



# Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

## \*\* CONCEPTION \*\*

Note: The processes outlined in this form are not applicable to disaster recovery grants.

### Section I: Funding Opportunity Information - To be completed by Requester

Application for:  Subrecipient funds  Direct Grant

Lead Department: H3S - Children, Family & Community Connections  Yes  No

Grant Renewal?  Yes  No

**If renewal, complete sections 1, 2, & 4 only**

Name of Funding Opportunity: SP-19-004

Funding Source:  Federal  State  Local: \_\_\_\_\_

Requestor Information (Name of staff person initiating form): Brian McCrady

Requestor Contact Information: [bmccrady@clackamas.us](mailto:bmccrady@clackamas.us) (503) 650-5681

Department Fiscal Representative: Scott Vandecoevering

Program Name or Number (please specify): CFDA # 93.343

Brief Description of Project:

The purpose of this grant program is to prevent the onset and reduce the progression of substance abuse and its related problems while strengthening prevention capacity and infrastructure at the community level. The program is intended to address underage drinking among persons aged 9 to 20. At their discretion, recipients may also use grant funds to target up to two additional, data-driven substance abuse prevention priorities, such as the use of marijuana, cocaine, opioids, or methamphetamine by individuals ages 9 and above.

Name of Funding (Granting) Agency: Substance Abuse and Mental Health Services Administration

Agency's Web Address for Grant Guidelines and Contact Information:

<https://www.samhsa.gov/>

**OR**

Application Packet Attached:  Yes  No

Completed By: Brian McCrady 02/07/2019  
Date

**\*\* NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE \*\***

### Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant  Non-Competing Grant  Other Funding Agency Award Notification Date: 08/01/2019

CFDA(s), if applicable: 93.243

Announcement Date: 01/30/2019 Announcement/Opportunity #: SP-19-004

Grant Category/Title: Strategic Prevention Framework -Partners For Success Max Award Value: \$1,500,000

Allows Indirect/Rate: \_\_\_\_\_ Match Requirement: None

Application Deadline: 03/29/2019 Other Deadlines: \_\_\_\_\_

Grant Start Date: 10/01/2019 Other Deadline Description: \_\_\_\_\_

Grant End Date: 09/30/2024

Completed By: Brian McCrady Program Income Requirement: None

Pre-Application Meeting Schedule: \_\_\_\_\_

**Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff**

**Mission/Purpose:**

1. How does the grant support the Department and/or Division's Mission/Purpose/Goals?

Youth prevention of drugs and alcohol use are one of the core areas of work CFCC provides to the youth and families of Clackamas County. The purpose of the grant is to prevent the onset and reduce the progression of substance abuse and its related problems while strengthening prevention capacity and infrastructure at the community level. The priority in reducing underage drinking among persons 9-20, and target up to two additional, data driven substance abuse prevention priorities.

2. What, if any, are the community partners who might be better suited to perform this work?

If awarded, this will be an effort that includes collaboration with several county agency partners, as well as non-profit organizations that serve Clackamas County. Given it's history providing prevention-based services to reduce the use of alcohol and drugs among adolescents, teens, and young adults, CFCC - prevention services division is ideally positioned to perform this work.

3. What are the objectives of this grant? How will we meet these objectives?

Objectives include:

1. Preventing the onset and reducing the progression of substance abuse;
2. Reducing substance abuse-related problems;
3. Strengthening prevention capacity/infrastructure at the community level;
4. Leveraging other funding streams and resources for prevention.

CFCC has many years of experience utilizing the Strategic Prevention Framework model to assess community needs using data and citizen feedback, build capacity and readiness in the areas identified for implementation of programming, develop a framework/model for change, implement the plan strategically, and evaluate the effectiveness of the interventions.

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

No, this award would increase capacity to provide intensive drug and alcohol prevention activities in underserved areas of Clackamas County. CFCC's current SPF-PFS funding comes through the state and will end September 30 - its focus is inner Milwaukie. This new funding would come directly from SAMHSA and will target rural youth populations.

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

Yes, staff responsible for leading the associated work are Oregon Certified Prevention Specialists and well qualified to accomplish the grant objectives.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

Yes, CFCC currently partners with seven school districts in Clackamas County and several non-profit agencies to implement prevention efforts for middle and high school youth. We also partner with Clackamas County Public Health, Clackamas County Behavioral Health and Clackamas County Juvenile Department to prevent youth use of illegal substances.

3. If this is a pilot project, what is the plan for sunsetting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

If awarded, this grant could continue for five years. CFCC has prioritized youth drug and alcohol prevention for nearly 20 years and will continue to do so after the grant ends.

4. If funded, this grant would 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.)?

**Collaboration**

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

Listed above: CCPH, CCBH, CCJD

**Reporting Requirements**

1. What are the program reporting requirements for this grant?

Number of community prevention activities conducted; number of individuals participating in such activities; abstinence from substance use, and the extent to which National Outcome Measures including employment housing, criminal justice status, have improved in the community. An annual report will be submitted on progress received, barriers encountered, and efforts to overcome these barriers.

2. How will grant 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?

Youth use of alcohol and other drugs will be collected through the Oregon Student Wellness and Oregon Healthy Teens surveys. This survey collects data on 30 day use of alcohol, marijuana and opioids, how easy youth believe they can obtain these drugs, and perceived risk of harm and parent disapproval.

3. What are the fiscal reporting requirements for this grant?

Fiscal reporting will occur monthly.

**Fiscal**

1. Will we realize more benefit than this grant will cost to administer?

Yes, the grant will cover administrative costs and program staff with enough to implement community programming.

2. Are other revenue sources required? Have they already been secured?

No.

3. 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.)?

N/A

4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Yes, a cost allocation rate will be charged to cover admin/indirect costs.

Program Approval:

Korene R. Mather

02/09/2019

Korene R. Mather

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. \*\***

CFCC will continue to look for local, state and federal funding to ensure project sustainability after the grant ends in five years.

**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Rod Cook	2-11-19	
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Rich Swift		
Name (Typed/Printed)	Date	Signature

<b>FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)</b>		
Jeff Aldridge		
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 less than \$150,000:**

<b>COUNTY ADMINISTRATOR</b>	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

**For applications greater than \$150,000 or which otherwise require BCC approval:**

BCC Agenda item #:  Date:

**OR**

Policy Session Date:

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County Administration Attestation

**County Administration: re-route to department contact when fully approved.**

**Department: keep original with your grant file.**