

October 29, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for the Public Health Division to apply for the University of Baltimore
– Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI).

Purpose/Outcomes	If awarded, funding will expand an existing collaborative project (Project Hope) between Clackamas County Public Health (CCPH), Clackamas County Behavioral Health, Clackamas Health Centers, Law Enforcement, and Community Paramedics from Clackamas Fire. Project Hope provides care coordination and recovery supports for opioid overdose survivors and those at risk of overdose, and aims to do the following: (1) reduce the number of people who overdose on opioids and other drugs; (2) reduce 911 calls and hospital readmission; (3) improve the quality of life for patients with substance use disorders; and (4) bridge gaps in care by connecting vulnerable patients to treatment and other social and health-related support services. If awarded, Project Hope will expand the existing model so more residents are served and incorporate comprehensive case management to help with care coordination.
Dollar Amount and Fiscal Impact	Maximum grant award is \$300,000. No matching funds required.
Funding Source	University of Baltimore Subaward from Office of National Drug Control Policy - No County General Funds are involved
Duration	December 2, 2020 – November 30, 2021
Strategic Plan Alignment	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities in Clackamas County by preventing opioid misuse and overdose deaths
Counsel Review	NA
Procurement Review	This was not processed through Procurement because this item is a grant
Previous Board Action	None
Contact Person	Sherry Olson, Business Services Manager, 503.742.5342 (Primary) Philip Mason-Joyner, Public Health Division, Director 503.742.5956 (Secondary)

BACKGROUND:

The Public Health Division of the Health, Housing & Human Services Department, requests the approval to apply for the University of Baltimore – Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI) Program funding opportunity. Funding will be used to expand the capacity of Project Hope, which will enable additional opioid overdose prevention and care coordination services in Clackamas County. This project will include collaborative efforts between divisions in Health, Housing & Human Services (Public Health and Behavioral Health, Health Centers), law enforcement and community paramedics from Clackamas Fire. Public Health will act as the project lead and fiscal agent. No County General Funds are involved.

Project Hope

When looking at overdose data in Clackamas County, it is clear that local Emergency Medical Service agencies play a critical role in our communities' response to the opioid epidemic. In Clackamas County, Clackamas Fire responds to a significant portion of the opioid overdose calls received by 911 dispatch, saving hundreds of lives each year. Additionally, the program seeks to increase the community referral network and enhance coordination between patients and providers, as well as community resource navigation.

Over the last several years, CCPH has partnered with Clackamas Fire to build a more comprehensive opioid response model in our county through the creation of Project Hope. Project Hope begins with follow-up by a community paramedic after the overdose occurs. After an assessment is completed, patients are navigated to treatment and recovery services in the community (inpatient, outpatient and community-based services) with a longer-term plan established to prevent future substance use and potential overdose. In an effort to work more upstream and further de-silo our approach to the opioid crisis, Project Hope has expanded to include law enforcement as a partner to help connect individuals to treatment and recovery supports. By adding another pathway to treatment, Project Hope is working in a preventive role to divert eligible individuals away from the criminal justice system, link to treatment before an overdose occurs, and improve law enforcement relations in the community.

At this time, Project Hope has limited capacity to respond and provide ongoing follow-up to the many individuals needing support. In 2019, Clackamas County first responders from AMR and Clackamas Fire assisted over 250 people who survived an opioid overdose and nearly 300 individuals were discharged from an emergency department or urgent care setting due to an opioid overdose. These numbers are increasing and don't include individuals also suffering from a stimulant addiction. We cannot come close to meeting the demand with the current resources available. Of particular concern is the considerable impact that the COVID-19 pandemic and the recent wildfires has had on the well-being of Clackamas County community members. The layers of deep trauma resulting from recent events has contributed to an increase in substance abuse and limited access to critical services has made the risk of overdose even higher. Additional funding will expand the project by adding more personnel time and adding comprehensive case management to provide additional ongoing support.

Page 2 Staff Report
October 22, 2020
Approval to Apply – University of Baltimore

RECOMMENDATION:

Staff recommends the BCC approve CCPH's request to apply for the University of Baltimore – Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI).

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Richard Swift, HHS deputy IFM". The signature is stylized and cursive.

Richard Swift, Director
Health, Housing and Human Services

UNIVERSITY OF BALTIMORE
FY 2020 Competitive Subaward Solicitation
Combating Opioid Overdose through Community-level Intervention
(COOCLI)

Notice of Funding Availability (NOFA)
Application Guidance



Center for Drug Policy and Prevention

Submission Deadline: November 2, 2020
Funded through:
Office of National Drug Control Policy
Catalog of Federal Domestic Assistance (CFDA) Number: 95.007

University of Baltimore
Center for Drug Policy and Prevention
1420 N. Charles St.
Baltimore, MD 21201-5779
410-837-6191

Kurt L. Schmoke, President
Roger Hartley, Ph.D., Dean, College of Public Affairs
Thomas H. Carr, Executive Director, Center for Drug Policy and Prevention

Getting Started

Thank you for applying for the **Combating Opioid Overdose through Community-level Intervention (COOCLI) Subaward from the University of Baltimore.**

The purpose of the Combating Opioid Overdose through Community-level Intervention Grant is two-fold:

1. Undertake innovative research and evaluation activities focused on implementing and evaluating community-based efforts to fight the opioid overdose epidemic or other types of drug overdose; and
2. Support and promote partnership of law enforcement and public health agencies. These partnerships are critical to reducing overdose and other harms of opioid (mis)use and other substance use.

Applicants must use evidence-based approaches to implement or enhance new or on-going community-based programs that aim to reduce opioid or other drug overdoses. Some applicants (Tier 2) must also evaluate these community-based efforts to assess their efficacy in reducing overdose and other harms of opioid (mis)use and other substance use. The COOCLI program targets regions of the United States with the highest rates of fatal and non-fatal overdoses.

Proposals must support and promote collaboration between public safety and public health agencies to ensure that overdose reduction efforts are robust and that communities benefit from a comprehensive and coordinated response.

If you need application assistance, please contact:

Sherae Lonick
Deputy Director for Finance
Center for Drug Policy and Prevention
301-489-1711

Table of Contents

I. BACKGROUND/ SCOPE	1
II. ELIGIBLE APPLICANT	3
III. ELIGIBILITY CRITERIA	3
IV. APPLICATION PROCESS	3
V. APPLICATION REQUIREMENTS.....	4
VI. FAITH-BASED/COMMUNITY ORGANIZATIONS.....	6
VII. IMPORTANT DATES	6
VIII. PROJECT PRIORITY AREAS.....	6
IX. FUNDING EVALUATION	7
X. FUNDING SPECIFICATIONS	8
XI. DISTRIBUTION OF FUNDS & REPORTING REQUIREMENTS	9
XII. MATCH	10
XIII. SUPPLANTING, TRANSPARENCY AND ACCOUNTABILITY	10
XIV. APPLICATION	10
XV. CERTIFIED ASSURANCES	18

I. BACKGROUND/ SCOPE

The United States continues to experience unprecedented numbers of drug overdose deaths. More than 67,000 Americans died from a drug overdose in 2018 and more than two thirds of these deaths involved at least one opioid. Overdose death remains the leading cause of injury-related death in the U.S. Preliminary data from 2019 indicate that nationwide overdose deaths increased between 2018 and 2019, with projected overdose totals exceeding 72,000. The drug crisis is being exacerbated by the COVID-19 pandemic.

Overdoses involving highly potent synthetic opioids such as illicitly manufactured fentanyl and overdoses involving psychostimulants such as methamphetamine and cocaine increased between 2017 and 2018, and 2019 provisional data indicate this increase is continuing. While opioid-involved overdoses declined 2% overall from 2017 to 2018, driven by overdoses involving prescription opioids and heroin, the age-adjusted rate of drug overdose deaths involving synthetic opioids other than methadone increased by 10% nationally. Overall, synthetic opioids were involved in 67.0% of all opioid overdose deaths in 2018. The largest increase in synthetic opioid-involved overdose deaths occurred in Arizona (92.5%) and West Virginia had the highest synthetic opioid-involved overdose death rate (34.0 per 100,000).

Fentanyl availability in illicit markets continues to increase across the country. All the while, fentanyl suppliers experiment with new synthetic opioids in an attempt to circumvent regulations imposed by the U.S. and China. China remains the primary source of fentanyl and fentanyl-related substances trafficked into the U.S., either through traditional Mexican drug trafficking organizations or through mail and express consignment. The Drug Enforcement Administration (DEA) reports inconsistencies in the amounts of fentanyl present in fentanyl-containing counterfeit pills and this contributes to their lethality. Of the seized exhibits examined in 2018 by DEA's Fentanyl Signature Profiling Program, the amount of fentanyl per tablet ranged from 0.02 to 4.84 milligrams—more than twice that of a potentially lethal dose.

While the opioid epidemic justifiably dominates national and state priorities, overdose deaths involving cocaine and psychostimulants are increasing too. The rate of overdose deaths involving cocaine more than tripled, and the rate of overdose deaths involving psychostimulants such as methamphetamine and amphetamine increased nearly five-fold between 2012 and 2018. Importantly, available data indicate that the rise in stimulant use, overdose deaths, and related harms are linked to the ongoing opioid crisis.

A growing proportion of opioid overdose deaths involve cocaine and methamphetamine now. Data from 25 states from July 2017 through June 2018 indicate that 34.0% of opioid overdose deaths involved co-occurring cocaine, and 12.1% involved methamphetamine. In 2018, approximately 75% of cocaine-involved overdose deaths involved opioids and 50% of psychostimulant-involved overdose deaths involved opioids. These trends are part of a pattern of increased stimulant use and polysubstance use in the midst of the opioid crisis.

Estimate are that between 2015 and 2018 the rate of past-year methamphetamine use was 6.6 per 1,000 adults in the U.S. The highest estimated rates of past-year methamphetamine use were in western states such as Arizona, Colorado, Oregon, and Nevada. Data among treatment admissions also shows high rates of opioid and stimulant use. Prior research consistently shows that individuals using both opioids and stimulants have suboptimal treatment outcomes and greater risk for overdose and death.

The resurgence of stimulant use and related harms stands to further challenge ongoing opioid overdose prevention, treatment, and response efforts and innovative strategies to combat this evolving dynamic are urgently needed.

While the fentanyl market and cocaine market appear to have limited overlap, the two states with the largest number of fentanyl National Forensic Laboratory Information System (NFLIS) reports, Ohio and New York, also had the most cocaine reports. Two of the top five states with the most cocaine reports also were the states with the most heroin and fentanyl reports in 2017.

Given the scope, scale, and complexity of this national crisis, collaboration across and among agencies and disciplines is essential. Nearly every sector of government has a role to play in stemming this crisis—whether implementing prevention activities, providing treatment to individuals with opioid use disorder, identifying and disrupting the flow of illicit opioids and other drugs into and across the country, or advancing research to increase our knowledge on promising practices.

In February 2020, the White House released the Administration’s National Drug Control Strategy, which establishes the President’s priorities for addressing the challenge of drug trafficking and use. The Strategy consists of three interrelated elements designed to build and foster a stronger, healthier, and drug-free society: prevention, treatment and recovery, and reducing the availability of drugs in America. As stated in the Strategy:

The single and most important criterion of success is saving American lives, and achieving that outcome requires the advance our Nation’s efforts to promote and maintain healthy Federal government to work with partners at the State, local, and Tribal levels; the healthcare sector; industry; foreign partners; and every concerned American citizen to lifestyles, and help build and grow safe communities free from the scourge of drug use and addiction.

Overall, these staggering figures and emerging trends illustrate the need to implement and/or enhance community-based efforts to reduce overdose deaths.

II. ELIGIBLE APPLICANT

The following entities are eligible to submit subaward applications, **providing the application includes a letter of support/commitment from the participating HIDTA signed by the sponsoring HIDTA Director. (See Section C-9. Letters of Support/Commitment)**

- **High Intensity Drug Trafficking Areas Programs**
- Public/State Controlled Institutions of Higher Education
- Private Institutions of Higher Education
- Nonprofits with 501(c) (3) IRS Status (Other than Institutions of Higher Education)
- Nonprofits without 501(c) (3) IRS Status (Other than Institutions of Higher Education)
- State Governments
- **County Governments**
- City or Township Governments
- Special District Governments
- Indian/Native American Tribal Governments (Federally Recognized)
- Indian/Native American Tribal Governments (Other than Federally Recognized)
- U.S. Territory or Possession
- Independent School Districts
- Public Housing Authorities/Indian Housing Authorities
- Native American Tribal Organizations (other than Federally recognized tribal governments)
- Faith-based or Community-based Organizations

III. ELIGIBILITY CRITERIA

- **Applicants must have expert knowledge and extensive experience in conducting research and analysis.**
- **Applicants must have expert knowledge and experience developing or enhancing new or ongoing programs that aim to reduce opioid or other drug overdose through strategic, evidence-based and promising approaches.**
- **Applicants must partner with a regional High Intensity Drug Trafficking Areas (HIDTA) program. Applications must include a letter of support/commitment from the participating HIDTA and signed by the sponsoring HIDTA Director.**

IV. APPLICATION PROCESS

Applicants are required to apply for subaward funding through the University of Baltimore (UB).

The UB must receive the emailed copy of the application no later than midnight, Eastern Standard Time, **November 2, 2020.**

V. APPLICATION REQUIREMENTS

Sub-recipient Organization Eligibility Requirements

The UB established criteria for the Combating Opioid Overdose through Community-level Intervention subaward that **must** be met by all organizations that receive these funds.

Sub-recipients must focus on opioid-involved overdoses or overdoses involving opioids and stimulants in the regions of the United States with the highest rates of fatal and non-fatal overdoses. Also, they must:

- Use evidence-based or promising approaches to implement or enhance new or on-going community-based programs that aim to reduce opioid or other drug overdoses.
- Once implemented, evaluate these community-based efforts to assess their efficacy in reducing overdose and other harms of opioid (mis)use and other substance use.
- Support and promote collaboration between public safety and public health agencies to ensure that overdose reduction efforts are aligned and that communities benefit from a comprehensive and coordinated response.

Each subcontract recipient organization **shall** meet the following requirements:

1. You must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180, dealing with all sub-awards and contracts issued under the grant.
2. Reporting Sub-award and Executive Compensation Information - This part provides guidance concerning requirements for Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting. ONDCP must report Federal fund awards of more than \$25,000. Subcontracts also fall under reporting requirements but please note that the definition of "Sub-contract" does not include your procurement of property and services needed to carry out the project. (See 2 CFR Part 170)
3. Requirements for Drug-Free Workplace (Financial Assistance) - This part requires that the award and administration of ONDCP grants and cooperative agreements comply with Office of Management and Budget (OMB) guidance implementing the portion of the Drug Free Workplace Act of 1988 (41 U.S.C. 701-707, as amended, hereafter referred to as "the Act") that applies to grants. (2 CFR Part 421)
4. Non Discrimination Statement: The UB and ONDCP prohibit discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political belief, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected

genetic information in employment or in any program or activity conducted or funded by the Agency. (Not all prohibited bases will apply to all programs and/or employment activities.)

5. **Compensation- Personnel Services:** This part requires that charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. (See 2 CFR 200.430)
6. **Financial Management:** This part requires that systems must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions, and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the award. (See 2 CFR 200.302)
7. **As specified in this notice of funding opportunity, recipient must:**
 - a. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - b. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
 - c. Evaluate and monitor the non-Federal entity's compliance with statute, regulations, and the terms and conditions of the Federal awards.
 - d. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - e. Take reasonable measures to safeguard protected personally identified information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

Evidence-Based Practices and Promising Approaches

- Priority will also be given to applicants that propose to implement and/or evaluate an evidence-informed or promising strategy in order to create new information for prevention efforts. Specifically, for Tier 1, emphasis should be on developing and

implementing new approaches or adapting existing evidence-based practices/programs in new settings or with new populations. Priority for Tier 2 will be evaluating evidence-based or promising strategies after full implementation of the proposed program.

- Applicants are encouraged to review national best practices, evidence-based, and promising program examples when selecting a program for implementation and/or evaluation.
- Applicants should also provide details on how they will maintain fidelity to the proposed program or approach.

VI. FAITH-BASED/COMMUNITY ORGANIZATIONS

Faith-based organizations applying for COOCLI funds do not have to lose or modify their religious identity (i.e., removing religious symbols) to be considered an eligible applicant. However, these funds may not be used to fund any inherently religious activity, such as prayer or worship. Inherently religious activity is permissible, although it cannot occur during an activity funded with subaward funds; such religious activity must be separate (in time and/or place) from the subaward funded project. Further, participation in such religious activity by individuals receiving services must be voluntary.

Such organizations receiving Combating Opioid Overdose through Community-level Intervention funds must ensure that services are offered without regard to religious affiliation and that the receipt of services is not contingent upon participation in a religious activity or event.

VII. IMPORTANT DATES

- Deadline to Submit an Application: November 2, 2020.
- Sub-award Start Date: December 1, 2020
- Sub-award End Date: November 30, 2021

VIII. PROJECT PRIORITY AREAS

This Notice of Funding Availability will only give consideration to projects relative to the following priority areas:

1. Research activities that involve implementing and evaluating community-based efforts to fight the opioid overdose epidemic or other types of drug overdoses
2. Efforts that support and promote the partnership of law enforcement and public health agencies, whose collaboration is critical to reducing overdose and other harms of opioid use and other substance use

Funding Specifications: The UB will use a tier system when making subcontract awards.

Tier 1- up to \$150,000 per award: Awards in this category focus on innovative program development. Projects should be designed to support small, innovative projects that either: (a) develop, clarify, and implement a novel program, strategy, or approach that has not yet been evaluated; or (b) adapt an existing evidence-based strategy for use in new setting/s or with new population/s.

Requirements for application include a logic model for the programmatic approach, a clear articulation of the program elements (e.g., What is being delivered? By whom? How? What is the theory of change?), and proposed evaluation measures for each component. No other evaluation is necessary.

Tier 2-\$150,001 to \$300,000 per award: Awards in this category focus on implementation and evaluation of evidence-based or evidence-informed strategies. Projects should be designed to support medium sized innovative projects that already have some evidence base, but would benefit from full implementation and rigorous evaluation.

Requirements for application include a logic model, a clear articulation of the program elements, a plan for fidelity of implementation, and an evaluation plan that includes anticipated outputs and outcomes measures.

COOCLI projects funded in 2019-2020 and prior are eligible to apply for 2020-2021 funding; however, COOCLI projects funded in prior years must include a built-in evaluation component i.e., anticipated outputs, outcomes, and impact measures) to receive funding consideration in 2020-2021. COOCLI projects are eligible to apply for and receive up to two years additional funding (three years total).

IX. FUNDING EVALUATION

The UB will assess the worth of each organization's overall project based on the following:

- Problem Statement/ Needs Justification (10%)
- Project Description (5%)
- Project Priority Area (5%)
- Evaluation, Goals and Objectives, and Outcome-Based Performance Measures (35%)
- Strategy and Timeline (5%)
- Organization Management Capabilities/ Cooperating Agencies (5%)
- Covid-19 Statement (5%)
- Project Sustainability (5%)
- Budget (25%)

Additional factors UB will consider in making a funding evaluation are:

- The degree of innovation of the project
- Whether the project addresses the needs of the community where it will be implemented

- The use of evidence-based practices or promising and proven programs
- Geographic size and location of the project
- Whether new staff are required to implement the project and, if so, how quickly new staff can be hired
- Whether the project will require approval of an Institutional Review Board (IRB) and, if so, whether steps have been taken by the applicant to prepare for the IRB review process.
- Performance history with previous Combating Opioid Overdose through Community-level Intervention awards
- Audit Findings

The Combating Opioid Overdose through Community-level Intervention subaward includes a competitive application process. Applicants should ensure they address funding evaluation factors in the appropriate section/s of the narrative in their application. The UB will conduct a review of each application submitted in accordance with this Notice of Funding Availability.

X. FUNDING SPECIFICATIONS

A. Funding Cycle

Awards funded under the Combating Opioid Overdose through Community-level Intervention will commence on December 2, 2020 and end on November 30, 2021. This is a twelve (12) month award. Funds are paid on a reimbursable basis. **Note: Cost extensions for sub-recipients' projects will not be granted under any circumstances.**

B. Budget

Budgets must be clear, specific, and tie directly to performance measures. Budgets must reflect months of spending and, where applicable, be adjusted to reflect start date, state furlough days, and holidays. *The UB reserves the right to reduce budgets.*

The prioritization of line items is required for all applications having multiple line items.

Applicant requirements will be taken into consideration should budgets need to be reduced.

The justification sections must contain brief statements (1 to 2 sentences per line item) that explain each line item and their relevance to the project goals and objectives. Do not state "See Narrative, Goals, or Objectives".

C. Allowable Costs

The following is a listing of services, activities, and costs that are eligible for support with Combating Opioid Overdose through Community-level Intervention funds. Before these costs can be supported with Combating Opioid Overdose through Community-level Intervention funds, the applicant must agree that direct services cannot be offered without the support for these expenses; and that the sub-recipient has no other source of support for them:

- Personnel and Fringe Benefits
- Facilities
- Travel
- Contractual Services
- Services
- Supplies
- Equipment
- Indirect Costs

D. Unallowable Costs

The following services, activities, and costs, although not exhaustive, cannot be supported with Combating Opioid Overdose through Community-level Intervention subaward funds:

- Overtime
- Lobbying and Administrative Advocacy
- Perpetrator Rehabilitation and Counseling
- Audit Costs
- Property Insurance
- Food/Beverage for program staff
- Vehicle purchases
- Trinkets (items such as hats, mugs, portfolios, t-shirts, coins, gift bags, etc.)

E. Indirect Cost Rate

Applicants that intend to charge indirect costs through the use of an indirect cost rate must have a Federally-approved indirect cost agreement.

Please provide a copy of a current, signed Federally- approved indirect cost rate agreement.

Non-federal entities, other than State and local governments that have never received a Federally- approved indirect cost rate, may elect to charge a de minimis rate of 10% of modified total direct costs. If chosen, this methodology, once elected, must be used consistently for all Federal awards until such time as a non-federal entity chooses to negotiate for a rate.

Line item justification must include the agency/ organization's direct cost rate illustrating how the indirect cost rate was determined as well as the costs associated under this heading.

F. Consultant Rates

The limit for consultant rates is \$650 per day or \$81.25 per hour.

XI. DISTRIBUTION OF FUNDS & REPORTING REQUIREMENTS

The UB will distribute awarded funds to sub-recipients in conjunction with the timely submission of corresponding Fiscal and Programmatic Reports. These reports must be emailed to the UB. The programmatic reports are due within 15 calendar days following the end date of

the quarter; a financial report is due within 15 calendar days following the end of each month. All reporting activity occurs through email.

Electronic Funds Transfer (EFT) – The UB encourages the use of electronic funds transfer (EFT). To obtain the appropriate form, the address to submit the form, and a general overview, including FAQs, refer to the following website:

<https://www.marylandtaxes.gov/divisions/gad/eft-program.php>

XII. MATCH

There is no match requirement for this subaward.

XIII. SUPPLANTING, TRANSPARENCY AND ACCOUNTABILITY

Federal funds must be used to supplement existing state and local funds for project activities and must not replace those funds that have been appropriated for the same purpose. There are strict federal laws against the use of federal funds to supplant current funding of an existing project. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/financial procedures.

A strong emphasis is being placed on accountability and transparency. Award recipients must be prepared to track, report on, and document specific outcomes, benefits, and expenditures attributable to the use of subaward funds. Misuse of subaward funds may result in a range of penalties to include suspension of current and future funds and civil/criminal penalties.

XIV. APPLICATION

Notice to All Applicants:

The information collected on the subaward application form is collected for the purposes of the UB. Failure to provide all of this information may result in the denial of your application for funding. The UB is a government entity; upon submission, this application is considered public information. The UB does not sell collected subaward information. Under the Maryland Public Information Act (PIA) (MD State Government Code Ann. 10-617 (h) (5)), you may request in writing to review subaward award documentation. Please send those requests to

Margarita M. Cardona, MS, CRA
Assistant Provost, Sponsored Research
University of Baltimore
1420 N Charles St.
Baltimore, MD 21201-5779
410-837-6191
OSR@ubalt.edu

A. COVER SHEET INSTRUCTIONS

1. PROJECT TITLE

The project title should be brief, precise, and reflect what is being funded.

2. APPLICANT AGENCY

The organization or government agency that is eligible to apply for subaward funds (See Eligible Applicants).

If the Government, Township, or Board of Commissioners mandates that the County Executive, Mayor, or Commissioner sign all subaward award documents (for all subordinate agencies) then the Government, Township, or Board of Commissioners **MUST** be the APPLICANT Agency.

DUNS/SAM Registration: Provide your DUNS number and SAM.GOV. In an appendix, submit proof of your agency's current SAM registration from www.sam.gov. Include a screenshot of **just the page that lists your DUNS number and SAM.GOV expiration date**. Please do not include any additional pages (i.e., those containing banking information).

Access to SAM.GOV:

<https://www.sam.gov/SAM/>

Access to DUNS (D&B):

<http://fedgov.dnb.com/webform/displayHomePage.do;jsessionid=81407B1F03F2BDB123DD47D19158B75F>

3. IMPLEMENTING AGENCY

The name of the entity that is responsible for the operation of the project.

4. PROPOSED START/END DATES

Start and end date are determined by the parameters of the NOFA. Projects may not exceed twelve (12) months or commence before the NOFA defined start date.

5. PREPARER INFORMATION

Enter the name of the person completing the application, their mailing address, phone number and email address.

6. PROJECT DIRECTOR

Select the person who will be responsible for oversight and administration of the project on behalf of the applicant. Enter the name of the person, their mailing address, phone number and email address

7. FISCAL OFFICER

Identify the person who will be responsible for financial reporting and record keeping for the project. Enter the name of the person, their mailing address, phone number and email address.

8. CIVIL RIGHTS CONTACT

Select the agency's point of contact for handling internal civil rights violation complaints (usually a Human Resources or Personnel Manager).

B. SUMMARY INSTRUCTIONS

The Project Summary should provide a concise summary of your proposal and be limited to 150 words or less. Be sure to include the name of the implementing agency, the project's main function, and a brief explanation of the budget for the subaward.

Note: UB may use your summary for press releases should your application receive a subaward.

C. NARRATIVE INSTRUCTIONS

Provide a description of the project timeline, and potential for information sharing. The contents for the narrative are explained below. **The Narrative must be in an outline-styled format (retaining all numbering, lettering, and headers). The Project Narrative may not exceed 15 pages, excluding the Cover Sheet and Appendices. Applications that are incomplete and/or improperly formatted will not be considered for funding.**

- **Use a New *Roman* typeface and a font size of 12 points**
- **Use standard letter size (8 ½" x 11") sheets of paper**
- **Use at least one-inch margins (top, bottom, left, and right) for all pages**
- **All page limits specified refer to double-spaced format using the above formatting requirements**

1. Problem Statement: Include a description of the nature and extent of the problem to be addressed, target population, and geographical area served. Provide the latest statistical data to document the problem. Describe past effort made to address this problem. Explain how this project will address the identified problem.

2. Project Description: This section of the application should contain a general description of activities that justifies and describes the project to be implemented. The project description should include specific services that will be provided and explain what the project will accomplish.

3. Project Priority Areas, and Evidence-based and Promising Categories: This section must identify the Project Area Priority area/s and Evidence-based Category that the proposed project/ activity will fall under and specifically detail how the project relates to the priority area and evidence-based category.

Combating Opioid Overdose through Community-level Intervention priority areas:

1. Implementing and/or evaluating community-based efforts to fight the opioid overdose epidemic or other types of drug overdose

2. Supporting and promoting the partnership of law enforcement and public health agencies, whose collaboration is critical to reducing overdose and other harms of opioid use and other substance use
3. Both 1 & 2 above

Evidence-based and Promising Practices Categories:

- Drug use prevention
- Drug use early intervention – such as Adverse Childhood Experiences (ACEs), Trauma-informed responses for children and families (e.g. Handle with Care programs), school-based strategies
- Drug use treatment and strategies to retain people in treatment long-term
- Sustained drug use recovery
- Innovative strategies to prevent overdose under conditions of COVID-19
- Drug harm reduction (e.g., syringe services programs and linkage to care)
- Drug use policy
- Healthcare systems interventions
- Criminal justice interventions
- Drug-related innovative technologies
- Polysubstance use
- Methamphetamine and other stimulant misuse

4. Evaluation Plan, Goals and Objectives, and Outcome-Based Performance Measures: Each applicant must submit an evaluation plan that describes how the applicant intends to maintain records of services provided, how services are provided, and how the desired or intended changes and effects will be measured.

Tier 1 applications must include a logic model for the programmatic approach, a clear articulation of the program elements (e.g., What is being delivered? By whom? How? What is the theory of change?), and proposed evaluation measures for each component. No other evaluation is necessary.

Tier 2 applications must include a logic model for the programmatic approach, a clear articulation of the program elements, a plan for fidelity of implementation, and an evaluation plan that includes anticipated outputs and outcomes measures.

Logic Model: graphic depiction (chart) that presents the shared relationships among the resources, activities, outputs and outcomes for your program.

Each application must include clearly defined goals, objectives, and outcome-based performance measures and available data sources to use to track measures.

Goals: Provide a broad statement that conveys, in general terms, the project's intent to change, reduce, or eliminate the problem described. Goals identify the project's intended short and

long-term results for the anticipated funding year. Explain how the project will accomplish the goals.

Objectives: Objectives are specific, quantifiable statements of the project's desired results, and should include the target level of achievement, thereby further defining goals and providing the means to measure project performance.

Outcome-based Performance Measures: The UB encourages projects to focus on delivering products and services and show their efficiency and effectiveness via outcome measures.

5. Strategy and Timeline: This section details any planning process that was undertaken in developing the plan of response. Further, it should provide an overview of the strategy to be employed and the timeline for implementing the strategy. Include linkages to other programs, organizations, and stakeholders that will be involved in or impacted by your program.

Applicants must submit a detailed timeline/work plan. This timeline/work plan must include:

- Key tasks that must be carried out to implement the project successfully
- Person(s) responsible for seeing that each task is completed within the proposed timeline
- Target dates for task completion

6. Management Capabilities:

Qualifications and Experience: Provide a brief description of the experience and achievements that qualify the organization or agency to conduct the project.

Present and Proposed Staff: List the name of the project director and in an appendix provide a resume or curriculum vitae (no more than 3 pages) for this individual. List the names and provide a short professional biography of the key consultants, financial officer, and other professional staff members. Clearly identify, by name and title, requested personnel. Indicate how all requested staff are currently funded (i.e., name subaward fund or state that personnel are line items in the existing agency budget. If funded by more than one source, list percentages for each funding source).

7. COVID-19 Statement:

The UB recognizes the impact COVID-19 is having on exacerbating the opioid epidemic. The COVID-19 pandemic challenged the resources devoted to drug treatment, prevention and research and activities were curtailed and the work of practitioners in many communities was put on pause. CDPP staff believe this situation will continue into the near future and will consider this when reviewing funding proposals. Provide your plan to assure the UB that the proposed project can be completed in a timely fashion despite the adverse impact of COVID-19.

8. Project Evaluation & Sustainability:

Explain what prospects exist for continued financing of the project when subaward funds are terminated: What efforts have been or will be made to continue the methods, techniques, and

operational aspects of the project when the subaward funds are concluded? Indicate planned future sources of funding or proposed jurisdictional planning efforts.

9. Letters of support/commitment:

In an appendix, provide letters of commitment by partners who will participate in the execution of the project or whose cooperation and support are necessary to its success. **Letters of support/commitment are not optional. The participating HIDTA must provide a letter of support/commitment signed by the sponsoring HIDTA Director for this subaward application to receive consideration for funding.**

D. BUDGET INSTRUCTIONS

BUDGET – GENERAL REQUIREMENTS

You must complete a detailed budget for your proposed project. All 'Total Budget' fields must be rounded to the nearest whole dollar.

Budgets must be clear and specific. Budgets must reflect twelve (12) months of spending and where applicable, be adjusted to reflect start date, state furlough days, and holidays.

The subaward cycle will reflect twelve (12) months, December 2, 2020 to November 30, 2021. Each budget line item must include a justification entry. The justification sections must contain brief statements (1 to 2 sentences per line item) that explain each line item and their relevance to the project goals and objectives. **Do not state "See Narrative, Goals, or Objectives".**

PERSONNEL AND FRINGE BENEFITS

List the personnel/positions, salaries and fringe benefits for staff required to implement the project. Consultants must be listed in Contractual Services. **Either Time and Effort reports or Timesheets must be maintained for all personnel included in the subaward project.**

If you are paying an employee directly, they should be entered in the Personnel category. For each position, list salary and fringe benefits on separate line items.

- The 'Description of Position' field must contain the title of the position.
- Position line items (salary and fringe) are grouped via the 'Description of Position' field.
- After completing the first Position's line item, use the dropdown to add additional budget items to the position.
- The 'Description of Position' is used to select existing positions and to add new positions.
- For multiple staff in the same position, use a suffix (i.e., Position 1, Position 2, etc.)
- Multiple positions with the same hourly rate may be grouped.

Note: For each line item entered, you must include a justification that ties that item to the activities described in your narrative.

Example justifications based on the Personnel category:

Justification (line 1):

The Community Outreach Coordinator helps prepare, schedule, and develop trainings targeted for hospitals and other medical facilities.

Annual salary is \$60,000. She will be devoting 33% of her time to this project. We are requesting $\$60,000 \times .33 = \$20,000$ in subaward funds to support her time on this project.

Justification (line 2):

Fringe benefits @ 10% of salary. $\$20,000 \times .10 = \$2,000$

Justification (line 3):

The Community Outreach Trainer makes presentations at hospitals and other medical facilities.

Annual salary is \$40,000. She will be devoting 25% of her time to this project. We are requesting $\$40,000 \times .25 = \$10,000$ in subaward funds to support her time on this project.

Justification (line 4):

Fringe benefits @ 10% of salary. $\$10,000 \times .10 = \$1,000$

FACILITIES

Facilities refers to costs associated with leased space and rent. For each line item entered, you must include a justification that ties that item to the activities described in your narrative.

TRAVEL AND TRAINING

Travel expenses may include mileage and/or other transportation costs, meals and lodging consistent with the local jurisdiction's travel regulations and cannot exceed the State of Maryland reimbursement rate specified below. Training includes, but is not limited to, such costs as registration fees or tuition. For each line item entered, you must include a justification that ties that item to the activities described in your narrative.

Mileage maximum: \$.58 cents/mile as of 1/1/2019.

Maximum Per Diem/Meal Allowance is \$56/day (\$13 Breakfast, \$15 Lunch, \$28 Dinner).

***Lodging Per Diem must follow the GSA rate:**

<https://www.gsa.gov/portal/content/104877>

SERVICES

Services include, but are not limited to, costs associated with telephone, copier, and utility services. For each line item entered, you must include a justification that ties that item to the activities described in your narrative.

CONTRACTUAL SERVICES

Consultant contracts for training or evaluation should be included here and shall be consistent with federal guidelines. If you are paying an outside agency for an employee, they are Contractual. For the line item description, enter the agency (Consulting firm, temporary agency, etc.), a dash and then the nature of the service to be provided (e.g., Consultants ABC – analyze evaluation data). For each line item entered, you must include a justification that ties that item to the activities described in your narrative. A copy of all contracts associated with items listed in the Contractual Services category must be provided to UB within 30 days following receipt of subcontract award.

Construction projects are ineligible for funding under subaward projects and expenses for construction may not be included.

SUPPLIES

Supplies include those items with an expected life of less than one year and that cost less than \$5,000 per unit. Supplies include, but are not limited to, items such as lap top computers, telephones, recorders, projectors, cameras, calculators, pencils, paper, paper clips, staplers, and folders, etc. For each line item entered, you must include a justification that ties that item to the activities described in your narrative.

EQUIPMENT

Equipment is defined as having a useful life in excess of one year. Property Inventory Report Forms (PIRFs) will only be required for equipment that costs \$5,000 or more per unit cost. Costs include taxes, delivery, installation and similarly related charges. The procurement process used must be consistent with your written procurement guidelines. For each line item entered, you must include a justification that ties that item to the activities described in your narrative.

Maintaining internal inventory records for equipment procured under this subcontract is mandatory.

INDIRECT COSTS

Include the indirect costs and computations illustrating how the indirect costs were determined.

E. APPLICATION STATUS INSTRUCTIONS

After completing and reviewing all sections of the application, email your application to **OSR@ubalt.edu**, return receipt request. If the email is received by the UB, you will receive a receipt for your submission. Be sure to retain your receipt.

Your Application will be placed in a pending file while it is considered for funding. After the UB has considered your application, you will be notified by email whether your application was selected for funding.

F. DOCUMENTS INSTRUCTIONS

Included required forms (e.g. Letters of Support) and other required documents in an appendix to your application.

G. SIGNATURE PAGES

The Certified Assurances and Federal Anti-Lobbying Certification must be signed by the appropriate agency representative and included with the application. Both forms may only be signed by the Applicant Agency's Authorized Official or their duly assigned alternate signatory.

H. AUDIT FINDINGS / CORRECTIVE ACTION PLAN

Applicants must submit copies of any Audit Findings and Corrective Action Plans with the application. **Do not send a copy of your audited financial statements; ONLY the applicable audit findings and/or corrective action plan is required.**

XV. CERTIFIED ASSURANCES

- A. [Certification Regarding Lobbying](#)
- B. [Assurances – Non-Construction Programs](#)

Financial Assistance 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 Public Health Division Application for: Subrecipient Assistance Direct Assistance
Grant Renewal? Yes No

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

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: Combating Opioid Overdose through Community-level Intervention Initiative (COOCLI)

Funding Source: Federal State Local

Requester Information (Name of staff person initiating form): Sherry Olson

Requestor Contact Information: 503.742.5342

Department Fiscal Representative: Sherry Olson

Program Name or Number (please specify): Opioid Misuse Prevention/8387

Brief Description of Project:

If awarded, the funding will be used to expand and enhance an existing community-level overdose prevention project (Project HOPE) between Clackamas County Public Health, Clackamas County Behavioral Health, Clackamas Health Centers, Clackamas Fire, Milwaukie Police, and several community based referral partners. Clackamas Fire will work with an array of partners to provide care coordination and recovery support. Project HOPE aims to (1) reduce the number of people who overdose on opioids and other drugs, (2) reduce 911 calls and hospital readmission, (3) improve the quality of life for patients with substance use disorders, and (4) bridge gaps in care by connecting vulnerable patients to treatment and other social and health-related support services. The second phase of Project HOPE will expand the existing model so more patients are served and bring on a Case Manager to help with care coordination.

Name of Funding Agency: University of Baltimore subaward through the ONDCP

Agency's Web Address for funding agency Guidelines and Contact Information:

http://www.ubalt.edu/about-ub/offices-and-services/provost/reporting-units/sponsored-research/ondcp_nofa.cfm

OR

Application Packet Attached: Yes No

Completed By: Armando Jimenez, Population Health Strategies Program Manager 10/12/20
Date

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

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

Competitive Application <input checked="" type="checkbox"/>	Non-Competing Application <input type="checkbox"/>	Other <input type="checkbox"/>	
CFDA(s), if applicable: <u>95.007</u>		Funding Agency Award Notification Date: <u>December 2020</u>	
Announcement Date: <u>Sept 8, 2020</u>		Announcement/Opportunity #: <u>N/A</u>	
Grant Category/Title: <u>Combating Opioid Overdose (COOCLI)</u>		Max Award Value: <u>\$300000</u>	
Allows Indirect/Rate: <u>Yes</u>		Match Requirement: <u>None</u>	
Application Deadline: <u>Nov 2, 2020</u>		Other Deadlines: <u>None</u>	
Award Start Date: <u>Dec 1 2020</u>		Other Deadline Description: <u>None</u>	
Award End Date: <u>November 30, 2021</u>			
Completed By: <u>Sherry Olson</u>		Program Income Requirement: <u>NA</u>	
Pre-Application Meeting Schedule: <u>October 8, 2020</u>			

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/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

This grant will support H3S's mission to ensure healthy families and strong communities in Clackamas County. A necessary component of this mission is preventing opioid misuse and overdose deaths. The grant will enable H3S to support our mission.

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

N/A

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

See attached answer.

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

Yes - Project HOPE

Organizational Capacity:

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

Yes. Opioid project coordinator, peer support specialist, case manager, evaluation support, and epidemiologist are all within the Health, Housing and Human Services (H3S) Department.

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

Yes. Clackamas Fire - Community Paramedic support, Milwaukie Police Department will be providing referrals, Kaiser Permanente will be providing clinical referrals.

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.)?

Project HOPE is an existing project.

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

No

Collaboration

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

H3S (Public Health, Behavioral Health, Health Clinics) Clackamas County Sheriff Dept. Clackamas District Attorney.

Reporting Requirements

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

Quarterly program reports are required to be submitted via e-mail to UOB.

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Opioid and other addictive substance overdoses will be tracked in addition to program performance measures. Data are available through existing systems and program data will be collected by service providers throughout the program span.

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

Monthly fiscal reports are required to be submitted via e-mail to UOB.

Fiscal

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

Yes

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 (Cash-CGF, In-kind meaning the value from a 3rd party/non-county entity, Local Grant, etc.)?

N/A

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

Yes. A de minimis rate of 10% is allowable for indirect costs. Per County policy, the de minimis rate will not be claimed in this application.

Program Approval:

Sherry L Olson

10/19/20

Sherry L Olson

Digitally signed by Sherry L Olson
Date: 2020.10.19 07:46:10 -07'00'

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)		
Philip Mason-Joyner	10/19/2020	Philip Mason-Joyner <small>Digitally signed by Philip Mason-Joyner Date: 2020.10.19 08:27:25 -07'00'</small>
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Richard Swift	10/21/2020	Richard Swift <small>Digitally signed by Richard Swift Date: 2020.10.21 08:57:30 -07'00'</small>
Name (Typed/Printed)	Date	Signature

FINANCE SENIOR COMPLIANCE SPECIALIST		
Matt Westbrook	10/15/20	Matt Westbrook <small>Digitally signed by Matt Westbrook Date: 2020.10.15 16:52:07 -04'00'</small>
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

COUNTY ADMINISTRATOR	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:

County Administration Attestation

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

Section III, Mission Purpose, Question 3:

The grant aims to reduce opioid abuse and the number of overdose fatalities, as well as to mitigate the impacts on crime victims by supporting comprehensive, collaborative initiatives. The program also supports clinical decision making and works to prevent the abuse and diversion of controlled substances. Project objectives and deliverables are below. Public Health will achieve these objectives through regular communication and technical assistance with the funder.

- 1) Agree to work closely with University of Baltimore (UOB's) designated training and technical assistance (TTA) provider(s) that may assist with planning, implementation, and assessment of the sites.
- 2) Agree to work closely with a researcher/evaluator selected by UOB who may conduct a site-specific or cross-site evaluation in future years.
- 3) Identify a project coordinator to manage the day-to-day operations of the initiative.
- 4) Coordinate regularly with local implementation partners to refine and enhance referral pathways
- 5) Regularly collect and report program performance measures as well as conduct a comprehensive evaluation of the project.



Richard Swift
Director

October 29, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of the Intra-Agency Agreement with the
Clackamas County Emergency Communications (CCECD)

Purpose/Outcomes	To formalize the working relationship between the two agencies as it relates to the recruitment and supervision of the EMS Coordinator position and support of the EMS Coordinator and EMS Medical Director positions.
Dollar Amount and Fiscal Impact	This is an ongoing relationship, there is no contract maximum.
Funding Source	This is funded from the Emergency Medical Services Program within the Public Health Division. No County General Funds are involved.
Duration	Effective August 1, 2020 and continues until terminated.
Previous Board Action	No Previous Board Action
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on October 12, 2020
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	9692

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of the Intra-Agency Agreement with the Clackamas County Emergency Communications (CCECD). This Agreement outlines the roles of both parties as it relates to the recruitment and supervision of the EMS Coordinator position and support of the EMS Coordinator and EMS Medical Director positions.

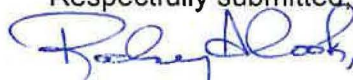
This contract is effective August 1, 2020 and continues until terminated.

Page 2 Staff Report
October 29, 2020
Agreement #9692

RECOMMENDATION:

Staff recommends the Board approval of this Amendment and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

 H3S Deputy IFA

Richard Swift, Director
Health, Housing, and Human Services

INTRA-AGENCY AGREEMENT
BETWEEN
CLACKAMAS COUNTY PUBLIC HEALTH DIVISION
AND
CLACKAMAS COUNTY EMERGENCY COMMUNICATIONS

Agreement #9692

I. Purpose

This agreement is made between **Clackamas County Public Health Division (CCPHD)** and **Clackamas County Emergency Communications Department (CCECD)**. The parties agree to collaborate on the working relationship between the two agencies as it relates to the Emergency Medical Services Program.

II. Scope of Work and Cooperation

A. *C-COM agrees to:*

1. Recruit and supervise the EMS Coordinator position.
2. Provide administrative support for the EMS Coordinator and EMS Medical Director positions, when needed. This includes review and approval of timesheets, mileage requests, conference & training requests, etc.
3. Provide a workstation (located at C-COM), chair, computer monitors, and additional technology required for the EMS Coordinator position.
4. Grant access to required databases and systems required for the EMS Coordinator position.
5. C-Com and all its employees agree to all applicable confidentiality and HIPAA laws.

B. *CCPHD agrees to:*

1. Provide leadership support in the recruitment and hiring of the Emergency Medical Services (EMS) Coordinator (Training & Quality Assurance Coordinator) and EMS Medical Director positions.
2. Meet at least semi-annually to develop and evaluate short and long-term goals for the EMS Coordinator position using the included Workload Analysis Worksheet (Exhibit A).
3. Provide input in the development of performance evaluations for the EMS Coordinator position.
4. Provide a workstation (located 3rd floor; PSB), laptop, computer monitors, chair, cellphone, and additional technology required for the EMS Coordinator position.
5. Provide a Medical Director for C-COM with responsibilities that include:
 - a. Evaluating each emergency medical dispatcher meets Oregon requirements for certification and maintenance of IAED certification

Clackamas County Emergency Communications Department

Intra-Agency Agreement # 9692

Page 2 of 3

and has the knowledge, skills and abilities to perform at the standards determined jointly by County and agency.

- b. Evaluating each EMD's skill performance annually.
- c. Reviewing and approving all emergency medical dispatch protocols, providing oversight for quality improvement processes, and case reviews
- d. Work in partnership with relevant stakeholders on advancing efforts to achieve accreditation through the International Academy of Emergency Medical Dispatch. Assure that the County's contracted private ambulance services provider is available to provide technical assistance and additional support.

III. Compensation

A. *CCPHD agrees to:*

1. Reimburse C-COM 100% of the cost of the EMS Coordinator employee (full-time) based on the current fiscal year's cost for salary, fringe, benefits and allocated costs.

B. *C-COM agrees to:*

1. C-COM will invoice CCPHD via monthly inter-fund. Time will be tracked in WFS.

This Agreement has no Maximum .

IV. Liaison Responsibility

Philip Mason-Joyner will act as liaison from CCPHD for this agreement.
Anthony Collins will act as liaison from C-COM for this project.

V. Special Requirements

NONE

VI. Amendments

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties and the Department Director.

VII. Term of Agreement

This agreement becomes effective August 1, 2020. This Agreement has no expiration date.

Clackamas County Emergency Communications Department

Intra-Agency Agreement # 9692

Page 3 of 3

This agreement is subject to cancellation by either of the parties when thirty (30) days' written notice has been provided.

Termination. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.

This agreement consists of seven (7) sections.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

**CLACKAMAS COUNTY EMERGENCY
COMMUNICATINS DEPARTMENT**

Cheryl Bledsoe (Virtual Signature)

Cheryl Bledsoe, Director

10/8/20

Date

**CLACKAMAS COUNTY
PUBLIC HEALTH DIVISION**

Philip Mason-

Joyner

Digitally signed by Philip Mason-

Joyner

Date: 2020.10.12 08:11:39 -07'00'

Philip Mason-Joyner, Director

Date

**CLACKAMAS COUNTY
HEALTH, HOUSING, AND HUMAN SERVICES DEPARTMENT**

Richard Swift, Director

Date

S:\Admin\CONTRACTS\PUBLIC HEALTH\Expense\Clackamas County\Emergency
Communications\EMS Coordinator\FY20-
21\Contract\H3SPHClackamasCountyEmergencyCommunications9692.doc

October 29, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #05 to the Personal Services Agreement with
Advantage Nurse Staffing of Oregon, Inc.
for temporary medical staffing in support of the COVID-19 response.

Purpose/Outcomes	Amendment #05 increases the maximum contract value by \$300,000.
Dollar Amount and Fiscal Impact	Contract Maximum value is \$900,000.
Funding Source	Public Health and Health Centers Administration No County General Funds are involved.
Duration	Effective upon signature – December 31, 2020.
Strategic Plan Alignment	1. Improved community safety and health. 2. Ensure safe, healthy and secure communities.
Previous Board Action	Previous action on May 20, 2020, July 15, 2020
County Counsel	County counsel and EOC Command has reviewed and approved this document on October 12, 2020
Contact Person	Philip Mason-Joyner, Public Health Director – 503-742-5956
Contract No.	2638-05

BACKGROUND:

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of Amendment #05 to the Personal Services Agreement with Advantage Nurse Staffing of Oregon, Inc. for temporary medical staffing in support of the COVID-19 response.

Amendment #05 is necessary to allow continued investigatory interviewing and contact tracing as part of the COVID -19 response and Re-open Oregon Plan. Continuing with current Contractor is essential to maintain continuity of the team, which have already been trained. If we were to start with a new Contractor, we would be starting at ground zero. This would result in loss of valuable time and resources. The contact investigations and tracing would be impacted and could result in increased COVID cases.

This Amendment increases the Agreement by \$300,000. Bringing the maximum value to \$900,000. This Agreement is effective upon signature and will terminate on December 31, 2020.

Page 2 County Administrator Memo
May 20, 2020
Agreement #2638 -05

Recommendation

We recommend approval of this Agreement and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted

A handwritten signature in blue ink, appearing to read "Richard Swift, HHS Deputy / For".

Richard Swift, Director
Health, Housing, and Human Services

EOC Command and County Counsel Approval

From: Naylor, Andrew
Sent: Monday, October 12, 2020 3:01 PM
To: Weber, Jeanne <JWeber2@clackamas.us>; EOC, EOCCommand <EOCCommand@clackamas.us>
Cc: Mason-Joyner, Philip <PMason@clackamas.us>; Marlton, George <GMarlton@clackamas.us>
Subject: Re: HIGH PRIORITY - Amendment #05 to the Advantage Nurse Staffing Agreement #2638

Ok, then with the edits it is approved as to form. However, this is not without risk. Another provider could challenge this as exceeding our authority under our Code as not allowing competition that is reasonable and appropriate under the circumstances. That is tempered somewhat because we are in the process of a RFP, though I don't know when that process was started.

In addition, it is possible that a federal audit could raise questions about these amendments. I don't have enough knowledge of that process or what is reviewed to know how stringently our processes will be reviewed or how much they will question the justifications for sole source decisions.

As long as you're comfortable proceeding with these risks, nothing further from my end.

Andrew R. Naylor
Assistant County Counsel
2051 Kaen Road
Oregon City, OR 97045
(503) 742-4623
Cell: (503) 881-2195
anaylor@clackamas.us

From: Weber, Jeanne
Sent: Monday, October 12, 2020 2:40 PM
To: Naylor, Andrew; EOC, EOCCommand
Cc: Mason-Joyner, Philip; Marlton, George
Subject: RE: HIGH PRIORITY - Amendment #05 to the Advantage Nurse Staffing Agreement #2638
Yes – we are looking at brining on 10 full time staff additional staff over the next 2 weeks. That is aproxo9imately \$286,000.
Regards,
Jeanne

From: Naylor, Andrew
Sent: Monday, October 12, 2020 2:32 PM
To: Weber, Jeanne <JWeber2@clackamas.us>; EOC, EOCCommand <EOCCommand@clackamas.us>
Cc: Mason-Joyner, Philip <PMason@clackamas.us>; Marlton, George <GMarlton@clackamas.us>
Subject: Re: HIGH PRIORITY - Amendment #05 to the Advantage Nurse Staffing Agreement #2638
Do we need at \$300,000 worth of an amendment? That again seems very high. Are we expecting to incur \$300,000 in the time until the RFP is complete?

Andrew R. Naylor
Assistant County Counsel
2051 Kaen Road
Oregon City, OR 97045
(503) 742-4623
Cell: (503) 881-2195
anaylor@clackamas.us

From: Weber, Jeanne
Sent: Monday, October 12, 2020 2:30 PM
To: EOC, EOCCommand; Naylor, Andrew
Cc: Mason-Joyner, Philip; Marlton, George
Subject: RE: HIGH PRIORITY - Amendment #05 to the Advantage Nurse Staffing Agreement #2638

Hi Andrew,

The original agreement was written from the emergency declaration. We are in the process of completing an RFP. The RFP has been written and has been posted. As cases have spiked it is necessary to hire additional staff now. Per consultation with George, I am adding funds to the current agreement to enable the response to continue until the RFP is completed.

This is Amendment #5 and I have corrected the typo.

Please let me know if you have additional questions.

Regards,
Jeanne

From: EOC, EOCCommand
Sent: Monday, October 12, 2020 2:06 PM
To: Weber, Jeanne <JWeber2@clackamas.us>
Cc: Mason-Joyner, Philip <PMason@clackamas.us>
Subject: FW: HIGH PRIORITY - Amendment #05 to the Advantage Nurse Staffing Agreement #2638

Hi Jeanne,
Please see the attached and below.

Thank you,

Tiffany West
Pronouns: she/her/hers
Command Section Administrative Assistant
Clackamas County Emergency Operation Center
eoccommand@clackamas.us

From: Naylor, Andrew <ANaylor@clackamas.us>
Sent: Monday, October 12, 2020 2:03 PM
To: EOC, EOCCommand <EOCCommand@clackamas.us>
Cc: Mason-Joyner, Philip <PMason@clackamas.us>
Subject: Re: HIGH PRIORITY - Amendment #05 to the Advantage Nurse Staffing Agreement #2638

I have some questions/concerns about this.

Andrew R. Naylor
Assistant County Counsel
2051 Kaen Road
Oregon City, OR 97045
(503) 742-4623
Cell: (503) 881-2195
anaylor@clackamas.us

From: EOC, EOCCommand
Sent: Monday, October 12, 2020 1:45 PM
To: Naylor, Andrew
Cc: Mason-Joyner, Philip
Subject: FW: HIGH PRIORITY - Amendment #05 to the Advantage Nurse Staffing Agreement #2638

Hi Andrew,
Please see the below and attached for review and approval.

Tiffany West
Pronouns: she/her/hers
Command Section Administrative Assistant
Clackamas County Emergency Operation Center
eoccommand@clackamas.us

From: Weber, Jeanne <JWeber2@clackamas.us>
Sent: Monday, October 12, 2020 12:15 PM
To: EOC, EOCCommand <EOCCommand@clackamas.us>
Cc: Marlton, George <GMarlton@clackamas.us>
Subject: HIGH PRIORITY - Amendment #05 to the Advantage Nurse Staffing Agreement #2638
Importance: High

Good Morning,

These items need County Counsel Review. This is a Board item as well, so there is some urgency.

Please let me know if you have any questions.

Regards,

Jeanne Weber, OPBC, OSPC, CATC
Sr. Management Analyst
Public Health Division
jweber2@co.clackamas.or.us
503-742-5350 Fax 503-742-5352

**AMENDMENT #5
TO THE CONTRACT DOCUMENTS WITH ADVANTAGE NURSE STAFFING OF OREGON, INC.
FOR TEMPORARY NURSE STAFFING.
Contract #2638**

This Amendment #5 is entered into between Advantage Nurse Staffing of Oregon, Inc. ("Contractor") and Clackamas County ("County") and shall become part of the Contract documents entered into between both parties on **March 5, 2020** ("Contract").

The Purpose of this Amendment #5 is to make the following changes to the Contract:

1. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:

ORIGINAL CONTRACT	\$ 150,000.
AMENDMENT #1	Added Exhibit C - Additional Federal Terms and Conditions to the Contract
AMENDMENT #2	Amended Exhibit A to add the ED Nurse classification and billing rate to Exhibit A.
AMENDMENT #3	\$ 150,000.
AMENDMENT #4	\$ 300,000.
<u>AMENDMENT #5</u>	<u>\$ 300,000.</u>
TOTAL AMENDED CONTRACT	\$ 900,000.

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 #3, effective upon the date of the last signature below.

ADVANTAGE NURSE STAFFING OF OREGON, INC. CLACKAMAS COUNTY

By: Richard B. Evans
Richard B. Evans, VP/COO

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

10-13-20
Date

Street Address
Portland, OR 97204
City/State/Zip
503-432-1383
Phone / Fax

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services

Date



Richard Swift
Director

October 29, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Cooperation Agreement between Clackamas County and
Corvallis Neighborhood Housing Services Incorporated, dba DevNW for
Acquisition of Vacant Land to Build 11 Tiny Ownership Homes Project**

Purpose/ Outcome	The Cooperation Agreement will allow for DevNW to purchase vacant land in Milwaukie to build 11 tiny homes for sale to low-moderate income families and individuals.
Dollar Amount and Fiscal Impact	Clackamas County Community Development Division (CD) has received allocated Federal U.S. Housing and Urban Development (HUD) funds in the amount of \$220,000 dollars for this acquisition project.
Funding Source	Community Development Block Grant (CDBG) funds: \$220,000 Corvallis Neighborhood Housing Services Incorporated dba DevNW: \$179,900 Pending Purchase Price: \$399,900 dollars No County General Funds will be used for this project.
Duration	November 2020 through November 2040 (Grant).
Previous Board Action/ Review	The BCC approved Action Plan for this Acquisition Project on May 5, 2019.
Strategic Plan Alignment	1. Ensure safe, healthy and sustainable communities. 2. Improved community safety and health.
Counsel Review	This Agreement has been reviewed by Counsel 1. Date of Counsel review: October 14, 2020. 2. A.N.
Contact Person(s)	Mark Sirois – Community Development Division: Ext. 5664
Contract No.	H3S 9913

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of this Cooperation Agreement with DevNW to allow for this acquisition of vacant land for low-moderate homeownership. The U.S. Housing and Urban Development (HUD) guidelines support the use of Community Development Block Grant funds for land acquisition in this manner. The Agreement determines the roles of DevNW and the County regarding use of the purchased property, contractual administration, purchase details as well as the duties of all parties involved with the acquisition process. The address is 16124 SE Webster Road, Milwaukie, Oregon 97267.

RECOMMENDATION: We recommend the approval of this Agreement between Clackamas County and Dev New and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

COOPERATION AGREEMENT

BETWEEN

CLACKAMAS COUNTY, OREGON

AND

CORVALLIS NEIGHBORHOOD HOUSING SERVICES INCORPORATED,

DOING BUSINESS AS DEVNW

I) Purpose:

- (A) This Cooperation Agreement (this “Agreement”) is entered into between Clackamas County a political subdivision of the State of Oregon (“County”) by and through its Health, Housing and Human Services Department, Community Development Division, and Corvallis Neighborhood Housing Services Incorporated, doing business as DevNW, an Oregon nonprofit corporation (“DevNW”) to provide a basis for a cooperative working relationship for purchasing vacant land within Clackamas County, State of Oregon. The vacant land will be purchased for the sole use to construct eleven (11) residential cottages and is generally described as 16124 SE Webster Road, Milwaukie, Oregon 97267 (the “Property”). The Property will be purchased with Community Development Block Grant (“CDBG”) funds and DevNW organizational funds. This Agreement and CDBG funds are only to be used for acquisition of the Property, not the future improvements (i.e. single family dwellings) which will be contracted by DevNW with a general contractor to build permitted single family dwellings to be affixed to the Property. DevNW will be the owner of the Property.
- (B) The Property will be subject to specific use restrictions and CDBG programmatic requirements contained herein and the associated Declaration of Land Use Restrictive Covenants for 20 years from the date of full execution of this Agreement.
- (C) This Project is defined as the County and DevNW working together to select, review and purchase vacant land for the purpose of building homes to support ownership to Low-to Moderate- Income Families or Individuals, as determined by the CDBG funding guidelines.

II) Scope of Responsibilities:

- (A) Under this Agreement the responsibilities of DevNW shall be as follows:
 - 1) DevNW shall use the CDBG funds for the purchase of the Property for the Project use described in Section 1A. The CDBG funds are solely to be used for the purchase of the Property.
 - 2) DevNW shall assist the County with due diligence to determine the feasibility of the purchase, which will include an appraisal of the Property with no less than three (3) comparable properties, as provided by a licensed appraiser within the State of Oregon.

- 3) DevNW shall assist the County with due diligence to ensure the use of the Property adheres to Land Use and Zoning requirements of the County, and all other applicable local, state, or federal laws, for residential use to construct 11 new cottages.
- 4) DevNW shall provide the County with a complete Phase I Environmental Review for the Property.
- 5) DevNW agrees to report to the County information on the race and head-of-household status for each client. The report shall cover the period between July 1 to June 30 for each year or partial year upon purchase and occupancy of the Property. The report which has been made a part of the Agreement, and is included as Attachment A, and shall be submitted to the County no later than the 31st day of August of each such year during the term of this Agreement.
- 6) DevNW shall be responsible for notifying the County for any and all work of substantial construction that exceeds a value of \$25,000 dollars or greater. Moreover, DevNW must provide written notice to County prior to work being started at the Property (land and improvements).
- 7) Any contractor working on the Property must have a current CCB License with the State of Oregon.
- 8) DevNW will require the hired contractor that will work on the Property to bear the risk of loss from fire, personal injury, extended coverage, and will purchase insurance on all affected DevNW properties, including the Property. DevNW will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. DevNW will keep insurance during the term of construction on the Property from the notice to proceed through completion of agreed construction work. DevNW will maintain, and will require its contractor to maintain, 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 the DevNW, its officers, appointed officials, agents, and employees.
- 9) DevNW shall be required to hire a State of Oregon licensed Title Company to perform the following:
 - a) Conduct a title search for the Property to ensure title is clear of encumbrances;
 - b) Provide an Escrow Account for the Property;
 - c) Prepare closing documents for the Property consistent with this Agreement;
 - d) Purchase and maintain an owner's title insurance policy for the Property at DevNW's expense in the amount of the purchase price paid for the Property; and
 - e) Provide the County copies of all closing documentation related to the Property transaction.
- 10) DevNW agrees to own the Property for a period of not less than twenty years (20) from the fully executed date of this Agreement. Immediately upon

acquisition of the Property, DevNW shall have a Declaration of Land Use Restrictive Covenants (“DLURC”) recorded with the County’s Recorders Office acknowledging the use of CDBG funds in the purchase of the Property and imposing restrictions on future use of the Property. A copy of the DLURC is attached hereto as Attachment B and incorporated by this reference herein.

- 11) DevNW agrees to provide written notice to the County prior to making any change in the use of the Property during the term of this Agreement. Notice will be in the form of a letter on letterhead. Should the new use not meet HUD eligibility criteria, and/or the clients no longer meet the HUD income guidelines, DevNW shall reimburse County as provided in 24 CFR 570.505, 24 CFR 570.506, and other applicable law. In no event will DevNW’s reimbursement obligations be less than the full amount of CDBG funds provided by the County under this Agreement.
 - 12) Should the Property be sold or converted at any time before the twenty year (20) period expiration date set forth in the DLURC to a non-qualifying use. DevNW agrees to reimburse the County as provided in 24 CFR 570.505, 24 CFR 570.506, and other applicable law. In no event will DevNW’s reimbursement obligations be less than the full amount of CDBG funds provided by the County under this Agreement.
 - 13) DevNW shall also adhere to the guidelines of 24 CFR Part 200.
 - 14) DevNW shall comply with and otherwise satisfy the national objective of the CDBG Program under the HUD guidelines. This Project meets a national objective via the Low-Mod Clientele (LMC) which supports housing for Low-to Moderate- Income Families or Individuals based on the 2020 HUD Income Limits for the CDBG Program.
 - 15) Contemporaneous with execution of this Agreement, DevNW shall complete the County’s CDBG Match Funds form which identifies other sources of funding allocated for the Project, substantially as attached hereto as Attachment C.
- (B) Under this Agreement the responsibilities of the County shall be as follows:
- 1) The County agrees to provide and administer available CDBG funds granted by the U.S. Department of Housing and Urban Development (“HUD”) to finance the Project.
 - 2) The County shall conduct necessary environmental reviews described in 24 CFR part 570.604 of the CDBG regulations for compliance with requirements of the CDBG program.
 - 3) The County shall conduct due diligence to determine the feasibility of the purchase of the Property. The County will not distribute any CDBG funds for purchase of the Property if the County, in its sole discretion, determines that the Property is not feasible for the intended purposes described in this Agreement.

- 4) The County shall provide funding towards the purchase of the Property (vacant land) which may be improved as necessary by DevNW in order to provide home ownership to families and individuals that meet Low-to Moderate Income Limits as determined by HUD. The Income Limits for 2019 are shown below:

HUD Annual Income Limits for the Portland-Vancouver Metropolitan Area (As of July 2020)								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low Income	\$32,250	\$36,850	\$41,450	\$46,050	\$49,750	\$53,450	\$57,150	\$60,800
Low Income	\$51,600	\$59,000	\$66,350	\$73,700	\$79,600	\$85,500	\$91,400	\$97,300

The County will provide DevNW with updated income limits as they are made available from HUD.

- 5) The County shall adhere to the HUD guidelines pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (“URA”) to the extent applicable for the successful purchase of the Property.
- 6) The County shall provide reasonable and necessary staff for administration of this Agreement.

III) Budget and Financial

- (A) The County will provide up to **\$220,000** dollars of CDBG funds to DevNW for this project, allocated in the following manner: to be used for the purchase of the Property subject to the terms of this Agreement.

The obligations of the County are expressly subject to the County receiving funds from HUD for the Project, and in no event shall the County’s financial contribution exceed the amount finally granted, released and approved by HUD for this Project.

DevNW will be financially responsible for all funds needed for the purchase of the Property in excess of the \$220,000 in CDBG funds the County has made available. In order to meet its CDBG program match obligations, DevNW shall invest not less than **\$44,000** dollars towards the purchase of the Property. This amount is 20% beyond the CDBG funds amount.

- (B) The **\$220,000** of CDBG funds County will provide for the Project may only be used for eligible costs associated with the acquisition of the Property including the following: paying earnest money fees, appraisal fee for the Property, closing costs fees as well as down payment funds, provided the purchase of the Property will go through an Oregon Title Company.

IV) Liaison Responsibility

Adam Dallimore will act as liaison from DevNW for this Project. Steve Kelly will act as liaison from the County.

V) Special Requirements

- (A) Law and Regulations. The County and DevNW agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations. DevNW shall further comply

with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein.

- (B) Public Contracting Requirements. To the extent applicable, the provisions of ORS 279B.220 through 279B.235 are incorporated by this reference as though fully set forth.
- (C) Relationship of Parties. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- (D) Indemnification. DevNW agrees to indemnify, defend and hold harmless the County, its officers, elected officials, agents and employees from and against all liability, loss and costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of DevNW or its employees or agents, in performance of this Agreement. DevNW further agrees to indemnify, defend and hold harmless the County, its officers, elected officials, agents and employees from and against all liability, loss and costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon any claim by HUD regarding DevNW's use of the CDBG funds.
- (E) Notice of Claims. Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.
- (F) Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- (G) Access to Records. DevNW shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Agreement. County and its duly authorized representatives shall have access to the books, documents, papers, and records of DevNW, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. DevNW shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later..
- (H) Debt Limitation. 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 therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the County are also expressly subject to the County receiving funds from HUD for this Project and in no event shall the County's financial contribution exceed the amount finally granted, released and approved by HUD for this Project or eighty percent of the costs of acquisition and renovation of the Property, whichever is less.

-
- (I) Conflict of Interest. No officer, elected official, board member, employee, or agent of DevNW or County who exercises any functions or responsibilities in connection with the planning and carrying out of the CDBG Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his or her services.
- (J) Insurance. DevNW will bear the risk of loss from fire, personal injury, extended coverage, and will purchase and maintain property insurance on all affected DevNW Property. DevNW will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. DevNW shall be required to maintain flood insurance. DevNW shall keep in effect during the term of this Agreement, 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 the County, its officers, elected officials, agents, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement.
- (K) Nondiscrimination. DevNW and the County agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, religion, sex, sexual orientation, gender, identity, marital status, race, creed, color, religion, national origin, familial status, or the presence of any mental or physical disability. These requirements are specified in ORS chapter 659A; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.
- (L) Handicapped Accessibility. DevNW agrees that all structures and improvements made to the Property shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended, and other applicable state or federal law. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- (M) Nonsubstituting for Local Funding. The CDBG funding made available under this Agreement shall not be utilized by DevNW to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- (N) Evaluation. DevNW agrees to participate with the County in any evaluation process or performance report, as designed by the County or the appropriate Federal department, and to make available all information required by any such evaluation process.
- (O) Reversion of Assets. DevNW shall ensure that the Property covered under this Agreement is used to meet at least one of the National Objectives in 24 CFR 570.208 for the full term of this Agreement. If the Property is not used to meet one of the National Objectives for the full term of this Agreement, DevNW shall pay to County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the Property.

-
- (P) **Terminations.** This Agreement may be terminated for the following reasons: (1) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (2) if DevNW breaches any Agreement provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- (Q) **Remedies.** Upon breach by DevNW, County shall have any remedy available to it in law or equity including, but not limited to, reimbursement of CDBG funds or reversion of assets, as provided for in this Agreement.

VI) Amendment

This Agreement may be amended at any time in writing with the concurrence of the Parties. Amendments become a part of this Agreement only after both Parties have signed the written amendment.

VII) Term of Agreement

- A) This Agreement becomes effective when it is signed by both Parties.
- B) The term of this Agreement is a period beginning when it becomes effective and ending twenty (20) years from the date the Property is purchased.
- C) In addition to all other remedies available to the County and HUD under this Agreement and all related documents, upon termination of this Agreement, any unexpended of CDBG funds shall remain with the County.
- D) Time is of the Essence. Time is of the essence, meaning HUD designates CDBG funds to be used for land acquisitions within a 24-month award period. If DevNW fails to acquire land in the 24-month award period, HUD will notify the County of this Project is a slow-moving Project and it can be closed, at the sole discretion of the County.

VIII. Additional Terms and Conditions

A. Integration.

This Agreement contains the entire agreement between DevNW and the County and supersedes all prior written or oral discussions.

B. 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.

C. 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 DevNW 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. DevNW, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

D. Waiver

DevNW and County 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 be of the same nature as that waived.

E. Survival.

All provisions in Sections II, III, V, VII, and VIII shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.

F. Necessary Acts and Further Assurances.

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. DevNW agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

G. 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.

H. Force Majeure.

Neither DevNW nor County shall be held responsible for delay or default caused by events outside of the DevNW or County's reasonable control including, but not limited

to, fire, terrorism, riot, acts of God, or war. However, DevNW 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.

I. No Attorney Fees.

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses

[Signature Page Follows]

The parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

**Corvallis Neighborhood Housing Services Inc.,
Dba DevNW**
212 Main Street
Springfield, Oregon 97477

CLACKAMAS COUNTY

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

Signing on Behalf of the Board



Emily Reiman, Chief Operations Officer

Richard Swift, Director
Health, Housing and Human Services
Department

10/14/2020

Date

Date

APPROVED TO FORM

County Counsel



Signature

10/14/20

Date

ATTACHMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL PERFORMANCE REPORT

FOR THE PERIOD: JULY 1, _____ TO JUNE 30, _____

Project Name: DevNW / Cottage Cluster Acquisition Project - 16124 SE Webster Road, Milwaukie, OR 97267

Total Number Assisted (H or P)	Total of Columns C, D, and E	Income Categories			Female Headed Households
		Low/Mod (80% - 51%)	Very Low (50% - 30%)	Extremely Low (<30%)	
(A)	(B)	(C)	(D)	(E)	(F)

Females: _____

Persons with Disabilities: _____

Race Categories			Total #	# Hispanic
			(G)	(H)
(1)	White:			
(2)	Black/African American:			
(3)	Asian:			
(4)	American Indian/Alaskan Native:			
(5)	Native Hawaiian/Other Pacific Islander:			
(6)	American Indian/Alaskan Native & White:			
(7)	Asian & White:			
(8)	Black/African American & White:			
(9)	Am.Indian/Alaskan Native & Black/African Am:			
(10)	Other Multi-Racial:			

Signature

Date

Organization

INSTRUCTIONSTotal Number Assisted (Column A):

Enter the actual number of persons (or households) who received assistance. Indicate whether this number represents "households" or "persons" with either (H) or (P) respectively. Each household or person may be counted only once. The number of beneficiaries reported in Column A must reflect the total of the beneficiaries reported in Column G.

Total Low/Mod (<80% MFI) (Column B):

The total number of lower income households or persons being served (total of Columns C, D, and E) should be entered in this column.

Income Categories

Low/Mod (Column C) - The total number of persons or households assisted who have an annual household income of 51% to 80% Median Family Income.

Low (Column D) - The total number of persons or households assisted who have an annual household income of 30% to 50% Median Family Income.

Extremely Low (Column E) - The total number of persons or households assisted who have an annual household income of 30% Median Family Income or less.

Female-Headed Household (Column F)

Enter the number of female-headed households. If "persons" assisted is reported in Column A rather than "households" assisted, leave this column blank.

Race (Rows 1 through 10)

All persons/households served (including persons of Hispanic ethnicity) must indicate Race.

Enter the number of households or persons using the facility or service (Column G) who are the following:

White (Row 1) - A person having origins in any of the original peoples of Europe, North Africa, or the Middle East. This category will generally include persons of Hispanic ethnicity but other categories may be chosen as appropriate.

Black or African American (Row 2) - A person having origins in any of the black racial groups of Africa.

Asian (Row 3) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.

American Indian or Alaskan Native Origin (Row 4) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliations or community recognition.

Native Hawaiian or Other Pacific Islander (Row 5) - A person having origins in the Hawaiian Islands or other Pacific Islands.

American Indian or Alaska Native and White (Row 6)

Asian and White (Row 7)

Black or African American and White (Row 8)

American Indian or Alaska Native and Black or African American (Row 9)

Other Multi-Racial (Row 10) - The balance category will be used to report individuals that are not included in any of the single race categories or in any of the multiple race categories listed above.

Ethnicity - Hispanic (Column H)

Enter the total number of persons or households within each Race Category who indicate origins in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish culture or origin.

ATTACHMENT B**B.O. 2003 - 236**AFTER RECORDING RETURN TO:
AGENCY NAME / ADDRESSSTATUTORY NOTICE:
The name and address of the entity holding a lien or other interest created by this instrument are set forth below, and the tax account number of the property subject to the lien or in which the interest is created is: Clackamas County Community Development Division

Legal Description – within Recitals, Page 1

Declaration of Land Use Restrictive Covenants**Name of Project: DEVNW – VACANT LAND ACQUISITION**

THIS DECLARATION OF LAND USE RESTRICTIVE COVENANTS (“Declaration”), is made this ___ day of _____, 2020, by CORVALLIS NEIGHBORHOOD HOUSING SERVICES, INCORPORATED, doing business as DEVNW, a community based, membership controlled, not-for-profit corporation with charitable status under IRS Code 501c(3) (“Owner”), is given as a condition precedent to the award of Community Development Block Grant (CDBG) Program funds by the CLACKAMAS COUNTY COMMUNITY DEVELOPMENT DIVISION, a political subdivision of the State of Oregon, together with any successor to its rights, duties, and obligations, (the “County”).

RECITALS

WHEREAS, the Owner is the owner of the land located at 16124 SE Webster Road, Milwaukie, Oregon 97267. The Project consists of: acquisition of vacant land, of the referenced address herein, using CDBG funds provided by the County under a separate agreement (the “Agreement”), after which DEVNW will hire a contractor to construct eleven (11) residential cottage homes. DEVNW will own the land, and the constructed residential cottage homes will be owned by the purchasers (i.e. income qualified families or individuals).

WHEREAS, the Legal Description of the Property (vacant land), Parcel Reference Number and Parcel Number on which the Project is located is as follows:

“Beginning at the Northwest corner of said Tract 8; thence South 40* 54’ East a distance of 465 feet, more or less, to an iron pipe and the Northwest corner of that tract described in deed to John M Hodgos, Jr., et us, recorded in Book 462, Page 8, Deed Records; thence North 66* 50’ East a distance of 101 feet; thence North 58* 46’ East a distance of 60.8 feet to an iron pipe, thence North 58* 46’ East a distance of 50.4 feet to the Easterly line of said Tract 8, thence North 217.72 feet, more or less, to the Northeast corner of said Tract 8; thence Westerly 485 feet, more or less, to the point of beginning.”

Parcel Reference Number: 22E08DC 09600

Parcel Number: 00470289

County and State: Clackamas, Oregon

WHEREAS, the federal United States Department of Housing and Urban Development (HUD) has made Community Development Block Grant (CDBG) funds available to the County as authorized under title I of the Housing and Community Development Act of 1974, as amended, is described in section 101(c) of the Act (42 U.S.C. 5301(c)); and

WHEREAS, CDBG dollars are made available to the County and subsequently to the Owner as authorized by 24 CFR Part 570 (the "Regulations"), Owner agrees to comply with all requirements of the Regulations. Should anything in this document be construed to conflict with the Regulations, it is the Regulations which shall prevail.

WHEREAS, County seeks the maximum benefit from the use of such funds consistent with the CDBG Program and its objectives; and

WHEREAS, the Owner has applied to the County and entered into an Agreement for an award to the Project in an amount not to exceed **Two Hundred Twenty Thousand Dollars & no/cents (\$220,000.00)**; and

WHEREAS, the Owner is a not-for-profit corporation organized under IRS Code 501C (3) in response to a critical need to support low and moderate income persons in the County, and;

WHEREAS, the Owner, under this Declaration intends, declares, and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy, and transfer of the Project shall be and are covenants running with the Project land for the term stated herein and binding upon all subsequent Owners of the Project land for such term, and are not merely personal covenants of the Owner;

WHEREAS, the County requires as a condition precedent to the awarding of CDBG funds that the Owner execute, deliver and record this Declaration in the official land deed records of Clackamas County to create certain covenants running with the land for the purpose of enforcing the requirements of 24 CFR Part 200 by regulating and restricting the use, occupancy and transfer of the Project as set forth herein; and

NOW, THEREFORE, in consideration of the Project, the promises contained herein and the financial assistance provided to Owner by County, the Owner agrees as follows:

SECTION 1 DEFINITION

All the words and phrases used in this Declaration shall have the same meaning as when used in 24 CFR Parts 570 and 200 unless the context requires otherwise.

SECTION 2 - RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

- (A) Upon execution of this Declaration by the Owner and the County, the Owner shall cause this Declaration and all amendments hereto to be recorded and filed in the official public land deed records of Clackamas County, and shall pay all fees and charges incurred in connection therewith. Upon recording, the Owner shall immediately transmit to the County an executed original or certified copy of the recorded Declaration showing the date, deed book and page numbers of record.
- (B) The Owner intends, declares, and covenants, on behalf of itself and all future owners of the Property and operators of the Project during the term of this Declaration, that this Declaration, and the covenants and restrictions set forth in this Declaration regulating and restricting the use, occupancy and transfer of the Property (1) shall be and are covenants running with the land, encumbering the Property for the term of this Declaration, binding upon the Owner's successors in title and all subsequent Owners and Operators of the Property; (2) are not merely personal covenants of the Owner; and (3) shall bind the

Owner (and the benefits shall inure to the County and any past, present or prospective tenant of the Property) and its respective successors and assigns during the term of this Declaration. The Owner hereby agrees that any and all requirements of the laws of the State of Oregon to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements of privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the Property. For the term of this Declaration, each and every contract, deed or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Declaration, provided, however, the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Declaration.

- (C) The Owner covenants to obtain the consent of any prior recorded lien holder on the Project to this Declaration.

SECTION 3 - REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE OWNER

The Owner, at all times, agrees to comply with the CDBG Program regulations of 24 CFR Part 570. The Owner hereby represents, covenants, and warrants as follows:

- (A) Owner will retain ownership of the Property for the term of this covenant.
2. Owner shall maintain records sufficient to meet the requirements of 24 CFR Part 570.505 thru 508. All records and reports required herein shall be retained and made accessible as provide in 24 CFR Part 570.506. Owner agrees to comply with all federal laws and regulations, except that the Owner does not assume County's responsibility for environmental review.
- (B) The housing must meet the accessibility requirements in the regulations referenced 24 CFR 5.105 (a), which implements the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, as amended.
- (C) The Owner (1) is an Oregon non-profit corporation duly organized under the laws of the State of Oregon, and is qualified to transact business under the laws of the State of Oregon, (2) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (3) has the full legal right, power and authority to execute and deliver this Declaration.
- (D) The execution and performance of this Declaration by the Owner (1) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, (2) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which it or the Project is bound, and (3) will not result in the creation or imposition of any prohibited encumbrance of any nature.
- (E) The Owner will, at the time of execution and delivery of this Declaration, have good and marketable title to the Property free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Declaration, any loan documents relating to the Project or other permitted encumbrances).
- (F) There is no action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Owner, threatened against or affecting it, or any of its properties or rights, which if

adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Declaration) or would materially adversely affect its financial condition.

- (G) The Owner warrants that it has not and will not execute any other Declaration with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Declaration are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

SECTION 4 - INCOME RESTRICTIONS

The Owner represents, warrants, and covenants throughout the term of this Declaration and in order to satisfy the requirements of 24 CFR Part 570 that all families or individuals at this Property shall be of low to moderate income (80% on the Area Median Income (AMI) for an individual) at the time of home construction and purchase are first established through the closing process. An increase of an individual's income above the HUD limits after the purchase of a home will not be construed to be a breach of this section. When or if the homes are sold, the sales contract will include a 99-year affordability clause. When or if homeowners want to sell, they MUST sell to those who are at or below 80% of AMI, and buyers must agree to those terms (by signing a ground-lease with DevNW) when they purchase the house as well. This comes with DevNW owning the land underneath the homes in perpetuity.

SECTION 5 - TERM OF DECLARATION

This Declaration, and the Terms of Affordability specified herein, apply to the Property immediately upon recordation, and the Owner shall comply with all restrictive covenants herein no later than the first day in the Project period on which any building, which is part of the Project, is placed in service. This Declaration shall terminate **twenty (20)** years from the date this Declaration is executed by both parties.

SECTION 6 - ENFORCEMENT OF RESTRICTIONS

- (A) The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the County, to inspect any books and records of the Owner regarding the Project.
- (B) The Owner shall submit any other information, documents, or certifications requested by the County which the County shall deem reasonably necessary to substantiate the Owner's continuing compliance with the provisions of the restrictions specified in this Declaration.
- (C) The Owner hereby agrees that the representations and covenants set forth herein may be relied upon by the County and all persons interested in Project compliance under 24 CFR Part 570 and the applicable regulations.
- (D) This Declaration and the Agreement of which it is a part may be enforced by the County or its designee in the event the Owner fails to satisfy any of the requirements herein. In the event the Owner fails to satisfy the requirements of this Declaration or the Agreement and legal costs are incurred by the County or one or more of the tenants or beneficiaries, such legal costs, including attorney fees and court costs (including costs of appeal), are the responsibility of, and may be recovered from, the Owner.

IN WITNESS WHEREOF, the Owner has caused this Declaration to be signed by its duly authorized representatives, as of the day and year first written above.

_____ A 501(c)3 Non-Profit Organization
NAME OF ORGANIZATION

By : _____
NAME OF REPRESENTATIVE

ATTACHMENT C

CDBG Project Match Funds

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the DEVNW Acquisition of Vacant Land (Project):

2019-20 CDBG PROJECT FUNDS	\$220,000
----------------------------	------------------

SOURCES OF LOCAL MATCH:

Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)

	\$	
	\$	
	\$	
	\$	
	\$	

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)

	\$	
	\$	
	\$	
	\$	
	\$	

Private (including recipient) Funding

Fund Raising/Cash	\$	
Loans	\$	
Building Value or Lease	\$	
Donated Goods	\$	
New Staff Salaries	\$	
Volunteers (\$5/hr)	\$	
Volunteer Medical/Legal	\$	
Other _____	\$	

Prepared By:
[Print Name]

Signature

Date

ATTACHMENT C

Excerpt from 24 CFR Part 570 **570.506 Records to be maintained.**

Each recipient shall establish and maintain sufficient records to enable the Secretary to determine whether the recipient has met the requirements of this part. At a minimum, the following records are needed:

(a) Records providing a full description of each activity assisted (or being assisted) with CDBG funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated and expended for the activity, and the provision in subpart C under which it is eligible.

(b) Records demonstrating that each activity undertaken meets one of the criteria set forth in § 570.208. (Where information on income by family size is required, the recipient may substitute evidence establishing that the person assisted qualifies under another program having income qualification criteria at least as restrictive as that used in the definitions of “low and moderate income person” and “low and moderate income household” (as applicable) at § 570.3, such as Job Training Partnership Act (JTPA) and welfare programs; or the recipient may substitute evidence that the assisted person is homeless; or the recipient may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with § 570.3; or the recipient may substitute a notice that the assisted person is a referral from a state, county or local employment agency or other entity that agrees to refer individuals it determines to be low and moderate income persons based on HUD's criteria and agrees to maintain documentation supporting these determinations.) Such records shall include the following information:

(1) For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

(2) For each activity determined to benefit low and moderate income persons based on the area served by the activity:

(i) The boundaries of the service area;

(ii) The income characteristics of families and unrelated individuals in the service area; and

(iii) If the percent of low and moderate income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth at § 570.208(a)(1)(ii).

(3) For each activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use

October 29, 2020

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply for HB2017 State Transportation Improvement Fund Discretionary
Program Funds from Oregon Department of Transportation
for I-205 / Borland Rd / Bridgeport Village Transit Service

Purpose/Outcomes	The purpose of this grant is to fund transit service that connects Washington County and Clackamas County that serves populations between Tualatin (Bridgeport Village) and Clackamas Town Center.
Dollar Amount and Fiscal Impact	The maximum grant award is \$900,000. The grant would be funded through the Oregon Department of Transportation
Funding Source	HB2017 State Transportation Improvement Fund (STIF) funds are available to fund this grant. The match rate is 10% and will be paid with STIF Regional Coordination funds already awarded to Clackamas County and contributions from Washington County. County General Funds are not involved.
Duration	July 1, 2021 to June 30, 2023
Previous Board Action	None.
Strategic Plan Alignment	1. This aligns with the Social Service Division's strategic priority to provide services that allow individuals and families to remain in their own homes and communities. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	N/A
Procurement Review	1. Was this time processed through Procurement? No 2. If no, provide brief explanation: This is a State Grant. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	N/A

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests approval to apply for HB2017 State Transportation Improvement Fund Discretionary Program Funds (STIF) from the Oregon Department of Transportation for implementation of transit service that connects Tualatin (Bridgeport Village) and Clackamas Town Center.

This new pilot transit connection is building off a feasibility study done in 2020 that looked at the need for transit along the I-205 corridor. This transit connection would provide a missing link in transit for both Clackamas County and Washington County. Partners for this project include Washington County, the City of Tualatin, the City of West Linn, the City of Oregon City, SMART

Healthy Families. Strong Communities.

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

www.clackamas.us

Approval to Apply
CCTCA Development Grant
Page 2 of 2

and Ride Connection. The partners are looking to extend and connect current transportation options that would allow people to move from Bridgeport Village (Tualatin) to Oregon City, West Linn, and Clackamas Town Center and additionally connect to critical services off of Borland Rd.

The HB 2017 State Transportation Improvement Fund Discretionary grant is for \$810,000. The match requirement of \$90,000 will be paid by Washington County (\$56,000) and Clackamas County (\$34,000). STIF Regional Coordination Funds already awarded will pay Social Services' share (\$34,000). No County General Funds are involved.

RECOMMENDATION:

Staff recommends approval to apply for this grant and that Richard Swift, H3S Director, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, H3S Deputy / For

Richard Swift, Director
Health, Housing and Human Services Department

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: Statewide Transportation Improvement Program Discretionary Funds FY22-23
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Kristina Babcock
Requestor Contact Information: kbabcock@clackamas.us
Department Fiscal Representative: Jennifer Snook
Program Name or Number (please specify): Program 05358
Brief Description of Project:

Social Services seeks funds through the HB2017 STIF Discretionary Grant program to initiate transit service that connects Tualatin (Bridgeport Village) and Clackamas Town Center. This transit connection would provide a missing link in transit for both Clackamas County and Washington County; including the ability to reach services off of Borland Rd. on public transit. Partners for this project include Washington County, City of Tualatin, City of West Linn, City of Oregon City, Ride Connection, and SMART (City of Wilsonville).

Name of Funding (Granting) Agency: Oregon Dept. of Transportation, Rail and Public Transit Division

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: Kristina Babcock Date: 9/29/2020

** 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: September, 2020 Announcement/Opportunity #: N/A
Grant Category/Title: STIF Discretionary Max Award Value: \$900,000
Allows Indirect/Rate: N/A Match Requirement: 10.00%
Application Deadline: 11/2/2020 Other Deadlines: _____
Grant Start Date: 7/1/2021 Other Deadline Description: _____
Grant End Date: 6/30/2023
Completed By: Kristina Babcock 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?

This grant would allow regional transit providers to provide coordinated service between Clackamas County and Washington County. The project will improve accessibility for low income riders and will provide valuable data that will assist with planning for future service enhancements.

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

While Clackamas County cannot provide the actual transit service the County is in the best position to facilitate the partnerships necessary to ensure the connection is made between Tualatin and Clackamas Town Center.

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

The grant seeks to provide funding to projects that meet local needs while aligning with statewide priorities. Some of those priorities include improving connectivity between communities, especially in rural areas and coordination of services and programs. This grant will improve connectivity by minimizing barriers to transit use, especially in rural areas of the county.

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

No

Organizational Capacity:

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

Yes

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

The primary partner for this project is Washington County. Washington County has committed to providing match, as well as, working with Ride Connection for expansion of their current Tualatin Shuttle to connect Bridgeport Village to Borland Rd and eventually to SMART's commuter service along I-205. SMART would be providing service along I-205 with stops in West Linn, Oregon City, and Clackamas Town Center. Ride Connection and SMART have been identified

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.)?

N/A

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.)?

N/A

Collaboration

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

N/A

Reporting Requirements

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

Quarterly reports to ODOT through the OPTIS system

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?

Project performance will be evaluated through project deliverables and timelines. The data can be easily tracked.

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

Quarterly reports to ODOT through the OPTIS system

Fiscal

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

The grant will provide an invaluable tool to improve transit connections and accessibility county-wide and will have long ranging impacts on the delivery of transit services. The benefits outweigh the cost of administering the grant in the long run.

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

The county's portion of match will be provided by HB 2017 STIF Regional Coordination funds and is readily available.

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.)?

\$90,00 total match is required. The county's share will be \$34,000 and is already available in dedicated transportation fund balance.

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?

No.

Program Approval:

Teresa Christopherson

10/8/2020

Teresa Christopherson

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	10/9/2020	Brenda Durbin
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Richard Swift RODNEY A. COOK	10/14/20	
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
N/A		
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 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:

County Administration Attestation

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

Department: keep original with your grant file.

October 22, 2020

Commission Chair Bob Van Brocklin
Oregon Transportation Commission

Dear Mr. Brocklin

The Clackamas County Board of County Commissioners submits this letter of support for the STIF Discretionary Application associated with the I205 / Borland Rd / Bridgeport Village Transit Service. This service would fill a significant gap in the transit network in both Clackamas County and Washington County.

The transit service to be funded by this application is exactly what the Legislature had in mind when drafting House Bill 2017. This project meets the goals of the STIF Discretionary program by expanding service to vulnerable or disadvantaged people and improves statewide transit network connections. The approval of funding by TriMet's HB 2017 Transit Advisory Committee for continued funding of Clackamas County Regional Coordination projects further validates the need for transit service between Oregon City, West Linn, and Tualatin.

This project, as envisioned, would expand on the currently operating Tualatin Shuttle (operated by Ride Connection) to provide access to Meridian Park Hospital and services along Borland Rd. in Tualatin. Additionally, it would build on SMART's desire to provide service along I-205 (bus on shoulder), from Wilsonville to Clackamas Town Center. This project would improve access to jobs and essential services in Tualatin, Wilsonville, West Linn, Oregon City, and Clackamas for all income levels, but especially low-income and minority populations. The Board of Commissioners is excited about the opportunity to work collaboratively with Washington County, SMART, and Ride Connection.

The connections in Oregon City and Clackamas will tie into the current Last Mile shuttle efforts that are being studied and implemented in Clackamas County (Oregon City Last Mile Shuttle and Clackamas Industrial Shuttle). This proposed project supports the Oregon Public Transportation Plan goal to address accessibility and connectivity, by enhancing and identifying new public transportation connections and services. It also addresses strategies identified in the local Coordinated Transportation Plan for Seniors and Persons with Disabilities, to pursue innovative partnerships and collaboration.

We look forward to working with our partners to realize the long-term need of providing more local transit service that provides critical connections in Clackamas County.

Sincerely,

Jim Bernard, Chair
Clackamas County Board of Commissioners